

Terms of Use.

Conditions governing your use of healthrisecapital.com.

Please read these terms carefully before using our services.

DOCUMENT	Terms of Use
ISSUER	HealthRise Capital Management B.V.
BINDING LANGUAGE	Dutch (this is a courtesy translation)
GOVERNING LAW	Dutch law
FORUM	District Court of Amsterdam

INTRODUCTION

Welcome to healthrisecapital.com.

These Terms of Use (the “Terms”) govern your access to and use of healthrisecapital.com and any associated subdomains (the “Website”), operated by HealthRise Capital Management B.V. (“HealthRise Capital”). By accessing or using the Website you accept these Terms. If you do not agree with these Terms, please do not use the Website.

The Website is provided for general information purposes only. It does not contain any offer, solicitation of an offer, or advice of any kind. The scope of that limitation is set out in our separate Disclaimer.

These Terms have been originally drafted in Dutch. This English text is a courtesy translation. In the event of any discrepancy between the Dutch and the English version, the Dutch version prevails.

1. Definitions and scope

- 1.1 In these Terms, the following definitions apply: “HealthRise Capital” means HealthRise Capital Management B.V., the manager; “Fund” means HealthRise Capital Fund I B.V., the investment vehicle managed by HealthRise Capital; “Website” means healthrisecapital.com and any associated subdomains; “Visitor” means any natural or legal person who accesses or uses the Website; “Founder” means a Visitor who shares information with HealthRise Capital concerning a company, project or proposal; “Content” means all texts, images, logos, design, source code and other materials displayed on the Website; “Submission” means any communication, pitch, document or file provided by a Visitor to HealthRise Capital through the Website or through any e-mail address linked to the Website.
- 1.2 These Terms apply to every use of the Website. HealthRise Capital may amend these Terms in accordance with clause 10.
- 1.3 The Privacy Statement, the Cookie Statement and the Disclaimer of HealthRise Capital also apply to your use of the Website. Together with these Terms, those documents form the complete legal framework governing the Website.

2. Identification of HealthRise Capital

The Website is operated by:

HealthRise Capital Management B.V.

Emmalaan 7, 1075 AT Amsterdam, the Netherlands

Dutch Trade Register no. 42040050

E-mail: hello@healthrisecapital.com

3. Purpose and nature of the Website

- 3.1** The Website is intended solely for general information about HealthRise Capital, the Fund, its working methods, its partners and its focus areas within HealthTech, MedTech and BioTech.
- 3.2** Nothing on the Website constitutes an offer, a solicitation of an offer, an offering of participation rights in an investment fund, investment advice, a recommendation, or any other financial service.
- 3.3** Visitors acknowledge that any decision based on information on the Website is taken at their own risk. HealthRise Capital recommends that you consult your own professional advisers on any financial, legal or tax matters.

4. Intellectual property

- 4.1** All Content on the Website — including but not limited to texts, imagery, the HealthRise mark, the wordmarks “HealthRise” and “HealthRise Capital”, design, colour system, typographic choices, source code and underlying structure — is owned by HealthRise Capital or its licensors, and is protected by copyright, trademark, database rights and other intellectual property rights.
- 4.2** Visitors may not copy, reproduce, publish, distribute, modify, frame or otherwise exploit the Content of the Website, in whole or in part, other than for strictly personal and non-commercial use.
- 4.3** The use of the Website or its Content for the training, development or improvement of automated systems — including artificial intelligence models, machine-learning systems and language models — or for automated data collection (such as scraping, data mining, or indexing other than by ordinary search engines) is expressly prohibited without the prior written consent of HealthRise Capital.
- 4.4** Nothing in these Terms shall be construed as a transfer or licence, in whole or in part, of any intellectual property rights of HealthRise Capital to any Visitor.

5. Contact and pitch submissions

Visitors may contact HealthRise Capital through the contact form or through e-mail addresses linked to the Website and, in the case of Founders, send a pitch or proposal for review. The following terms apply to every Submission.

- 5.1 Confidential treatment.** HealthRise Capital understands that a Submission typically contains commercially sensitive, technical, clinical or proprietary information. HealthRise Capital handles every Submission with the care that founders are entitled to expect from a professional investor: the Submission is shared only within the HealthRise Capital review team and with external advisers to the extent reasonably necessary for the review, and is not disclosed or transferred to third parties other than after prior consultation with the Founder or to the extent required by law.
- 5.2 Limits of this confidentiality.** This confidential treatment does not constitute a non-disclosure agreement (NDA) and does not extend so far as to restrict HealthRise Capital in its ordinary investment practice. In particular, the duty of care under this clause does not apply to information that: (a) was already known to HealthRise Capital independently of the Submission; (b) was independently developed or obtained by HealthRise Capital without use of the Submission; (c) is or becomes generally available without any act or omission of HealthRise Capital; or (d) was otherwise lawfully obtained by HealthRise Capital. For deeper confidentiality, for example in respect of patentable inventions or unpublished clinical data, the parties shall, at the Founder's request, enter into a separate written non-disclosure agreement.
- 5.3 Protection of intellectual property.** Nothing in this clause or in the act of submitting a Submission shall result in any transfer or licence of intellectual property rights from the Founder to HealthRise Capital. Ownership of patents, patent applications, copyrights, know-how and any other intellectual property rights connected to the Submission remains entirely with the Founder or the rightful third party.
- 5.4 No obligation.** The receipt of a Submission does not create any obligation for HealthRise Capital to respond, evaluate, provide feedback, hold further meetings, conduct due diligence, invest, or take any other action. HealthRise Capital reserves the right to decline to process Submissions without giving reasons.
- 5.5 Ownership of submitted material.** The Founder represents and warrants that the Founder is entitled to share the information contained in the Submission, that the Submission does not infringe any third-party rights (including intellectual property rights and confidentiality obligations), and that the Submission contains no unlawful or misleading information.
- 5.6 Freedom to make parallel investments.** HealthRise Capital continuously reviews a substantial number of proposals and may receive proposals that resemble a Submission in whole or in part. HealthRise Capital expressly reserves the right to invest in, partner with, or support companies that are similar, competing or complementary to the company described in a Submission, subject to the duty of care under clause 5.1 and the carve-outs under clause 5.2.
- 5.7 Limited use right.** By submitting a Submission, the Founder grants HealthRise Capital a non-exclusive, revocable right to read, internally discuss and store the Submission for as long as is necessary for the review and to the extent required by law. HealthRise Capital acquires no further rights in the Submission.
- 5.8 Indemnity.** The Founder shall indemnify HealthRise Capital against any third-party claims arising out of any breach of the representations and warranties set out in this clause 5.

6. Hyperlinks and external content

- 6.1 The Website may contain hyperlinks to third-party websites or resources. Such hyperlinks are provided solely for the convenience of Visitors.
- 6.2 HealthRise Capital exercises no control over the content, availability, accuracy or reliability of external websites or resources, and accepts no responsibility or liability for any use thereof by Visitors.

7. Liability

- 7.1 HealthRise Capital uses reasonable efforts to ensure that the Content of the Website is accurate, current and complete, but provides no warranties as to its accuracy, currency, completeness or fitness for any particular purpose. Visitors use the Website at their own risk.
- 7.2 The liability of HealthRise Capital towards any Visitor is in all cases limited to the amount paid out under the professional liability insurance of HealthRise Capital in the relevant case, plus the applicable deductible. If, for any reason, no payment is made under that insurance, the liability of HealthRise Capital is limited to EUR 5,000 per event (or series of related events), with a maximum of EUR 10,000 per calendar year.
- 7.3 HealthRise Capital shall in no event be liable for any indirect or consequential loss, including loss of profit, loss of opportunity, loss of revenue, reputational damage, loss of data or losses resulting from business interruption.
- 7.4 The limitations of liability set out in this clause 7 do not apply to the extent that the loss results from wilful misconduct or gross negligence on the part of HealthRise Capital or its management.

8. Availability and maintenance

- 8.1 HealthRise Capital uses reasonable efforts to keep the Website available, but provides no warranty as to uninterrupted availability, error-free operation or security of the Website.
- 8.2 HealthRise Capital may at any time, temporarily or permanently, modify, restrict or discontinue the Website or any part of it, without prior notice and without becoming liable for any damages.

9. Privacy and cookies

The Privacy Statement of HealthRise Capital governs the processing of personal data in connection with the use of the Website. The Cookie Statement of HealthRise Capital governs the placement and reading of cookies. Both documents are available on the Website and form an integral part of the use of the Website.

10. Amendments

- 10.1 HealthRise Capital may unilaterally amend or supplement these Terms. The applicable version, dated, is published on the Website.
- 10.2 Amendments take effect upon publication on the Website. Continued use of the Website after publication of an amended version constitutes acceptance of the amended Terms.

11. Governing law and jurisdiction

- 11.1 These Terms and any use of the Website are governed exclusively by Dutch law.
- 11.2 Any dispute arising out of or in connection with these Terms or the use of the Website shall be submitted exclusively to the competent court of Amsterdam, the Netherlands, without prejudice to the right of HealthRise Capital to bring proceedings before the court that would have had jurisdiction in the absence of the foregoing forum selection.

12. Final provisions

- 12.1 If any provision of these Terms is or becomes invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties shall consult to replace the invalid or unenforceable provision with a valid provision that approximates as closely as possible the intent of the original.
- 12.2 Headings in these Terms are for ease of reference only and shall not affect the interpretation of the provisions.
- 12.3 Together with the Privacy Statement, the Cookie Statement and the Disclaimer of HealthRise Capital, these Terms form the complete legal framework governing the use of the Website.
- 12.4 These Terms have been originally drafted in the Dutch language. This English version is provided as a courtesy translation. In the event of any discrepancy between the Dutch and the English version, the Dutch text shall prevail.