



# Promus Ventures – Terms of Use

Thanks for your interest in our Website at [www.promusventures.com](http://www.promusventures.com). Your use of this Website, including the content, materials and information available on or through this Website (together, the "Materials"), is governed by these Terms of Use (these "Terms"). By using this Website, you acknowledge that you have read and agree to these Terms.

This Website is maintained and operated by Promus Holdings, LLC, which provides administrative and other services to various Promus Ventures entities. In accordance with industry custom, this Website occasionally uses terminology that may be interpreted to suggest that our firm is actually a single entity. However, there is no such single entity and all of the entities that comprise our firm have their own separate legal existence.

## Materials

ALL MATERIALS ARE PROVIDED "AS IS," MAY NOT BE RELIED UPON FOR ANY PURPOSE, AND ARE NOT SUBJECT TO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. In particular, we make no representations or warranties with regard to the Materials' accuracy, completeness, non-infringement or fitness for a particular purpose. You should be aware that a significant portion of the Materials include or consist of information that has been provided by third parties and has not been validated or verified by us.

In connection with our investment activities, we often become subject to a variety of confidentiality obligations to funds, investors, portfolio companies and other third parties. Any statements we make may be affected by those confidentiality obligations, with the result that we may be prohibited from making full disclosures. Without limitation on the effect of other warnings and disclaimers set forth in these Terms, you should interpret any statements we make (on this Website or otherwise) in that context. Please ensure that your own computer security is comprehensive and up to date. We accept no responsibility for viruses, malware or other malicious or damaging software contained in the Materials or otherwise.

## Third-Party Sites

We accept no responsibility for third-party sites available through this Website, via hyperlink or otherwise. You are encouraged to review the terms of use



applicable to those sites. Any access to, or use of, a third-party site is solely at your own risk.

### **No Offer, Solicitation or Advice**

Except to the extent expressly set forth by a Promus Ventures entity in writing, nothing on this Website is intended to constitute (i) an offer, or solicitation of an offer, to purchase or sell any security, other asset or service, (ii) investment advice or an offer to provide such advice, or (iii) a basis for making any investment decision. Except as expressly stated by a Promus Ventures entity in writing, neither this Website nor any of the Materials make any effort to present a comprehensive or balanced description of Promus Ventures or its investment activities. Any portfolio company described on this Website may not be representative of all investments made by any Promus Ventures fund and is intended to be illustrative of the types of investments that may be made by such Promus Ventures fund.

### **Restrictions on Use; No License**

We reserve all rights with respect to the design and content of this Website. In particular, you must not misappropriate the design or content of this Website and you must not alter or deface such design or content in any way. Nothing on this Website grants any license with respect to such design or content, except that you may download and use Materials solely for your own personal information.

### **Ownership of Trademarks, Etc.**

All text, photos, graphics, logos, content and other Materials on this Website are protected by United States and foreign copyright, trademark and other applicable laws. In particular, all trademarks, trade names and logos displayed on this Website are proprietary to Promus Ventures, its affiliates or their respective owners, and this Website grants no license to them.

### **Submitting a Business Plan or Other Confidential Information**

Due to the large number of business plan ideas and related materials that we review, and the similarity of many such plans and materials, we cannot accept responsibility for protecting against misuse or disclosure any confidential or proprietary information or other materials in the absence of our express written



agreement to do so. Any plans, information and other materials you submit in connection with this Website may be used or disclosed by us for any purpose and in any manner, as we determine in our sole discretion. Please consider this carefully before sending us any information or other materials that you deem confidential or proprietary.

## **Privacy Policy**

For information about our privacy practices, refer to our **Privacy Policy**, available [here](#).

Limitation of Liability Except as specifically agreed by a Promus Ventures entity in writing, NO PROMUS VENTURES INDIVIDUAL OR ENTITY SHALL HAVE ANY LIABILITY BASED UPON YOUR USE OF, OR RELIANCE UPON, THIS WEBSITE OR THE MATERIALS. Some jurisdictions limit our ability to disclaim liability. With regard to those jurisdictions, our liability shall be limited to the greatest extent permitted by applicable law.

## **Modification of these Terms**

We reserve the right to modify these Terms at any time. Please check these Terms periodically for changes. Your continued use of this Website after the posting of changes constitutes your binding acceptance of such changes.