

The Terms and Policies were last updated on June 29, 2024

1. Introduction

These Terms and Policies apply to your use of this website and to any transactions related to our investment services. You may be bound by additional contracts related to your relationship with us or AngelList, our fund custodian, should you choose to apply to participate in any products or services that we offer, including our funds or syndicated offerings. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of those subsequent additional contracts will control and prevail.

2. Binding

By accessing or otherwise using this website, you hereby agree to be bound by these Terms and Policies as set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and Policies. In some particular cases, we can also ask you to explicitly agree.

3. Intellectual property

We own and control all of the copyright, trademark and other intellectual property rights in the website except that owned by cited sources, and all rights are reserved unless specific content dictates otherwise. As a user of the website, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights.

4. Newsletter

We include the contents of our newsletter, which we send out directly via an html email service, in these protections. Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in reading or receiving our newsletter or visiting our website.

5. Third-party property

Our website and newsletters include hyperlinks or other references to other third-party websites. Such websites or urls may change over time. We do not monitor or review the content of other parties' websites which are linked to from this website. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

6. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any investment advice or material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website. Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

7. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any content or services provided thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any content you have come to rely on, is removed, modified or lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

8. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the content. We make no warranty that:

- this website or our content will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis.

Nothing on this website constitutes or is meant to constitute, legal, financial or investment advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of capital, loss of or harm to property, reputation or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services

marketed through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total principal that you paid to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

9. Privacy & Cookie Policies

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date. We have developed policies to address privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#). To provide the best experiences, we use technologies like cookies to store and/or access device information. Consenting to these technologies will allow us to process data such as browsing behavior or unique IDs on this site. Not consenting or withdrawing consent, may adversely affect certain features and functions.

10. Export restrictions / Legal compliance

Access to the website from territories or countries where the content or provision of the investment services provided through the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of United States or if use of this website and our services are prohibited by the laws of the country of your location.

11. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this section will be null and void.

12. Breaches of these Terms and Policies

Without prejudice to our other rights under these Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

13. Indemnification & Waiver

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms, policies or applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

14. Waiver

Failure to enforce any of the provisions set out in these terms or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

15. Entire agreement

These Terms and Conditions, together with our [privacy statement](#) and [cookie policy](#), constitute the entire agreement between you and Nucleation Capital in relation to your use of this website.

16. Updating of Terms and Policies

We may update these Terms and Policies from time to time. It is your obligation to periodically check back for changes or updates. The date provided at the beginning is the latest revision date. Changes to these Terms and Policies will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms as updated.

17. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the state of California, United States. Any disputes relating to these Terms and Policies shall be subject to the jurisdiction of the courts of San Mateo County. If any part or provision of these Terms and Policies is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent. The other provisions will not be affected.

18. Contact information

This website is owned and operated by Nucleation Capital. You may contact us regarding these Terms and Policies through our [Contact](#) page. Should you wish, you can also [download](#) this page as a PDF.