

# Terms of Use / Términos de uso y condiciones

Welcome to the website of Acumen LatAm Impact Ventures LLC (“ALIVE,” “we,” “us,” “our”) located at <https://alive-ventures.com/> (the “Website”). The following Terms of Use and Conditions (“Terms”) govern your use of the Website. By accessing or using this Website, you agree to be bound by all of these Terms. Please read these Terms in full before using our Website. By accepting these Terms or using this Website you agree that you are legally bound by these Terms, and our Privacy Policy and Notice of Privacy Practices. To access our Privacy Policy and Notice of Privacy Practices [click here](#). If you object to any provision of these Terms, please do not use our Website.

## REGULATORY DISCLAIMERS

You acknowledge and agree that: (i) any interests described on the Website have not been registered under the U.S. Securities Act of 1933, as amended, (the “Securities Act”), the securities laws of any U.S. state or the securities laws of any other jurisdiction, nor is such registration contemplated; (ii) any interests will be offered and sold under the exemption provided by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder and any other similar exemptions in the laws and regulations of other states and jurisdictions where the offering will be made; (iii) in the instances where applicable, any interests will be offered and sold outside the United States under the exemption provided by Regulation S under the Securities Act; (iv) the interests are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the agreements relating to the relevant interest and in compliance with the Securities Act and the applicable securities laws of any state or other jurisdiction, pursuant to registration or exemption therefrom; and (v) nothing contained herein constitutes an offer to sell or solicitation of an offer to buy an interest, nor shall any interest be offered or sold to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the laws or regulations of such jurisdiction.

You should make your own investigations and evaluations of an investment in any interest referenced on this Website. You should consult your own attorneys, business advisers and tax advisers as to legal, business, tax and related matters concerning such interests. Investment in such interests involves a high degree of risk and you should have the financial ability and willingness to accept the high risks and lack of liquidity inherent in such an investment. There is no public market for such interest and no such market is expected to develop in the future. You should be aware that you may be required to bear the financial risks of such investments for an indefinite period of time. No assurance can be given that the investment objective of any of the investments will be achieved or that you will receive a return of your capital.

## WEBSITE ACCESS

You will be able to access our Website without having to register any details with us.

We only permit users who are over the age of 13 to use our Website. In order for you to use this Website, you must be at least 13 years old. By signing up for a user account and/or by using this

Website, you certify that you are 13 years of age or older. We are not liable for any damages that may result from a user's misrepresentation of age.

You agree that you will not use, reproduce, modify, transmit, display, publish, sell, create derivative works, or distribute by any means, or process whatsoever, now known or hereafter developed, any content of this Website for commercial profit or gain. We hold all rights to content on this Website.

## INTERACTIVE AREAS

The Website may provide interactive forums, news groups, bulletin boards and other interactive areas on the Website. ALIVE may, in its sole discretion, terminate your access to any interactive areas at any time, with or without notice. You are solely responsible for your use of the interactive areas, including:

- your own actions and communications and the consequences of those actions, including the consequences that result from posting communications on the Website and the Content of any of your postings;
- compliance with all rules and procedures of this Website;
- compliance with all applicable domestic and international laws and regulations that relate to your use of the Website;
- ensuring that you provide accurate and complete information when creating a user account; and
- ensuring that all Content that you submit does not contain third party copyrighted material or that you are otherwise legally entitled to post the Content and grant ALIVE the licenses set forth herein.

ALIVE does not assume any responsibility for content, including any material, data, communications, text, images, video, sound, and interactive features (collectively, the "Content") you may view on this Website, access through this Website or that is posted on the interactive areas, including the truthfulness, accuracy, quality, completeness or reliability of any such Content. ALIVE does not endorse any Content submitted to the Website by any user, or any opinion or recommendation or advice expressed therein.

You retain your right to any Content you submit to any part of this Website. By submitting Content to the Website, you automatically grant (or warrant that the owner of such content has expressly granted) to ALIVE (and its successors and affiliates) a royalty-free, perpetual, irrevocable, worldwide, nonexclusive, fully-transferable license and right to use, reproduce, create derivative works from, modify, translate, distribute, perform, and display the communication (or any derivative work based thereon) either alone or as part of other works in any form, whether now known or hereafter developed, for any purpose. Such license will be fully transferable by assignment, sublicense (including multiple tiers of sublicenses) or any other means. Except as described herein, any Content which you post on the Website is considered to be non-exclusive.

## EMAIL COMMUNICATIONS

By submitting your email address to the Website, you consent to being placed on ALIVE's mailing lists and thereby receiving e-mail correspondence from ALIVE, including newsletters, event

advertisements, and Website updates. You may remove your e-mail address from the applicable mailing list at any time by clicking the “unsubscribe” link in any e-mail from ALIVE. Although ALIVE will promptly remove your e-mail address from its mailing list, you may still receive any e-mails that are initiated before your e-mail address is removed from the list.

## USER CONDUCT AND REMOVAL OF CONTENT

Any material you send or post to our Website shall be considered non-proprietary and non-confidential. We do not collect or store any personally identifiable information about you while using our Website unless you voluntarily submit such information, but please do not send us sensitive information or health information. See also our Privacy Policy and Notice of Privacy Practices.

You agree that you will not engage in any actions, or submit any Content, that is defamatory, offensive, objectionable, prohibited, or illegal, as determined by ALIVE in its sole discretion. Without limitation, actions or Content that shall be considered defamatory, offensive, objectionable, prohibited or illegal include the following:

- Use of any of the interactive areas that could expose ALIVE to any liability or detriment, or for any purpose in violation of local, state, national, or international laws;
- Posting or otherwise disseminating material that violates or infringes on any third party’s intellectual property rights, proprietary or contractual rights, or privacy or publicity rights;
- Posting or otherwise disseminating material that is objectionable to ALIVE or the Website, including, but not limited to, material that is unlawful, fraudulent, obscene, defamatory, threatening, abusive, hateful, pornographic, harmful to minors, promoting illegal activity, or embarrassing to another person or entity, as determined by ALIVE at its sole discretion;
- Posting or otherwise disseminating personal or identifying information about another person without that person’s explicit consent;
- Posting spam or comments that are not related to the topic being discussed (unless it is clear the discussion is free form) or that otherwise disrupt the normal flow of dialogue;
- Posting or otherwise disseminating advertisements or solicitations, chain letters, pyramid schemes, unsolicited bulk e-mail to users or individuals that have not agreed to receive such mailings, or other advertising or marketing that violates these Terms, or any applicable laws, regulations, or generally accepted advertising industry guidelines;
- Allowing any other person or entity to use your identification to post or view comments;
- Accessing the Website with another user’s account, service, or system without authorization from ALIVE, impersonating another person, falsely stating or otherwise misrepresenting an affiliation with any person or entity, or creating or using a false identity on the Website;
- Disclosing your own or another user’s identification or password to third parties, or using your own or any other user’s identification or passwords for any unauthorized purpose;
- Attempting to obtain unauthorized access to, posting to, or tampering with restricted areas of the Website;

- Disrupting or interfering with the security or proper working of, or otherwise abusing (including vulnerability scans), this Website, or any services, system resources, accounts, servers, or networks connected or accessible through this Website or affiliated or linked sites;
- Disrupting or interfering with any other user's enjoyment of the Website or affiliated or linked sites; or
- Taking any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure.

We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details or any person posting materials to our Website in breach of this Section.

ALIVE reserves the right to monitor, record, edit, or remove any Content on the interactive areas for any reason, including lack of adherence to these Terms, and ALIVE has no liability for such action. However, ALIVE shall in no way be obligated to exercise these rights. If notified by a user of communication(s) which are alleged not to conform to these Terms, ALIVE may (but shall not be obligated to) investigate the allegation and determine in its sole discretion to remove or request the removal of the communication(s). ALIVE has no liability or responsibility to you, or to any other person or entity, for the performance or nonperformance of any screening or removal activities. You agree that ALIVE shall not be liable for Content, including any defamatory, offensive or illegal conduct, of any third party and that the risk of harm or damage from the foregoing is solely yours.

You shall not use our Website while distracted or preoccupied, such as when operating a motor vehicle. You should access our Website only with due regard for your own safety and the safety of others.

## DISCLAIMERS

This website and all information, products, and services available through this website are provided on an "as is" basis. You agree that use of this website or any associated information, products, and services is at your sole risk. To the fullest extent permissible under applicable law, ALIVE and successors and its affiliates disclaim all representations and warranties, whether express or implied, including any warranty of merchantability, fitness for a particular purpose, non-infringement. You acknowledge that any reliance on any information, products, or services appearing on this website shall be at your sole risk, and you hereby waive any rights you may have had regarding any representation or warranty, express or implied, on the part of ALIVE and its affiliates regarding the functioning and use of this website.

## LIMITATION OF LIABILITY

Under no circumstances, including negligence, shall ALIVE or its successors and affiliates be liable for any direct, indirect, special, punitive, or consequential damages whatsoever and howsoever arising, including any such damages resulting from a claim by any party relating to the use of this website or any associated information, products, and services, or your use of or inability to use this Website. Furthermore, ALIVE and its successors and affiliates shall not be liable for damages relating to the use of third party sites linked to the website.

Some jurisdictions do not allow the limitation of certain warranties or the limitation of liability for incidental or consequential damages. In such jurisdictions, the liability of ALIVE will be limited to the greatest extent permitted by law.

## INDEMNIFICATION

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless ALIVE and its successors and affiliates, as well as its officers, directors, employees, volunteers, agents, licensors, and suppliers, from and against any damages or claims, actions or demands, liabilities and settlements, including without limitation, reasonable legal and accounting fees, regardless of whether they are attributable to any act or omission of ALIVE and its successors and affiliates, in connection with (1) your use of the Website, (2) your breach of these Terms, (3) your negligent or wrongful conduct, (4) your access to or use of any third party website linked to from the Website, (5) Content posted by you, (6) your violation of these Terms or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right, or (7) the infringement by you of any right of any person or entity. This indemnification provision shall apply to third party claims as well as claims between the parties to these Terms.

## PROPERTY RIGHTS

The content of the Website, including the Content and the trademarks, service marks and logos on the Website, are the property of ALIVE or third party licensees and are protected by copyright and other intellectual property rights under both United States and foreign laws. You may not modify or transfer the Content, or otherwise make use of the Content for any purpose, without ALIVE's and/or the other respective owner's prior written permission, except as expressly permitted on the Website. You are permitted to access and use the Content through the provided functionality of the Website for personal non-commercial uses only, provided that: (a) any such uses are not competitive with or derogatory to the Website, and (b) you keep all copyright or other proprietary notices intact without alteration. Please note that this limited consent may be revoked at any time and does not include consent to republish Website Content elsewhere.

Any other trademarks or service marks appearing anywhere on our Website are the property of their respective owners. To the extent any product name or logo does not appear with a trademark does not constitute a waiver of any and all intellectual property rights that ALIVE or its business has established in any of its products, features, or service names or logos.

If you believe that your work has been posted on the Website in a way that constitutes copyright infringement, you may send our copyright agent a notice pursuant to the Digital Millennium Copyright Act that complies with Section 512(c)(3) of Title 17 of the United States Code and includes the following (as more specifically detailed in Section 512(c)(3) of Title 17 of the United States Code):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on this Website;
- Your address, telephone number, and email address;

- A written statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Please direct all communications to the address indicated below.

#### SITE UPTIME, UPKEEP

The Content of the Website is subject to change any time without notice, including to correct any errors or omissions in any portion of the Website. At any time, ALIVE may terminate, change, or suspend any aspect of the Website, temporarily or permanently, without notice to you. ALIVE is not obligated to continue to support or update the Website. ALIVE may impose limits on certain features or services or restrict your access to parts, or all of, this Website. While we will take all reasonable steps to ensure that our Website is available 24 hours a day, 365 days per year, websites do sometimes encounter downtime due to server and other technical issues. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obligated to do so. You acknowledge and agree that ALIVE and its successors and affiliates shall not be liable to you or to any third party in the event that ALIVE exercises any of these rights.

While we take every effort to ensure that all content provided on the Website does not contain computer viruses and /or harmful materials, you should take reasonable and appropriate precautions to scan for computer viruses or otherwise protect your computer and you should ensure that you have a complete and current backup of applicable items on your computer. We disclaim any liability for the need for services or replacing equipment or data resulting from your use of the Website. While every effort is made to ensure smooth and continuous operation, we do not warrant the Website will operate error free.

#### THIRD PARTY PLATFORMS AND LINKS

Certain functions of the Website integrate platforms from third parties (“Service Providers”). We have no control over any Service Provider and, in addition to these Terms, your access of, and the collection and use of your personal information on, the Website is governed by the terms and conditions and privacy policies of such Service Providers, respectively, as set forth on Annex A of these Terms. The privacy policies and terms and conditions of our Service Providers are incorporated into these Terms and made a part hereof. We recommend that you carefully review the Service Provider’s privacy policies and terms and conditions prior to accessing any functionality made available through a Service Provider.

The Website may contain links to third party websites that are not owned or controlled by ALIVE. ALIVE has no control over, and assumes no responsibilities for these websites (including any content, terms of use or privacy policy). You follow these links and use such third party websites at your own risk.

Any links furnished through our Website are provided to you for your convenience and any inclusion of a third party link herein shall in no way be construed as an endorsement by us of the website(s) or their content.

If you would like to link to our Website, you may only do so on the basis that you link to, but do not replicate, any page of our Website or portions of our Website, and subject to the following conditions:

- (a) You do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) You do not misrepresent your relationship with us or present any false information about us;
- (c) You do not link from a Website that is not owned by you;
- (d) Your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law of the United States of America.

If you choose to link our Website in breach of this Section, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

#### ENTIRE AGREEMENT

These Terms and ALIVE Privacy Policy and Notice of Privacy Practices are the entire agreement between you and ALIVE regarding use of the Website and supersede and replace any prior understandings, whether oral or written, between you and ALIVE. Please review ALIVE's Privacy Policy and Notice of Privacy Practices to understand ALIVE's policies and practices. The Privacy Policy is available [here](#).

#### ASSIGNMENT

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by You.

#### APPLICABLE LAW

We make no representations that the content or the Website is appropriate or that it may be used or downloaded outside of the United States. Access to the Website and/or content may not be legal in certain countries outside of the United States. If you access the Website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the website.

Our Website was created and is controlled by ALIVE in the State of New York, United States of America. The Website and its content, and any disputes arising therefrom shall be construed and interpreted under the laws of the State of New York and applicable United States federal laws. Use of our Website constitutes agreement of the user to the jurisdiction of the state and federal courts located therein.

If you access or use the Website from outside the United States, you are responsible for compliance with your local laws and regulations. Additionally, our Website is subject to United States export control laws and regulations and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or important any data on our Website as may be required.

## MODIFICATIONS TO THE TERMS

ALIVE may, at any time and in its sole discretion, amend these Terms by posting the amended Terms to this Website and you agree to be bound by these modifications. Any modifications shall become effective immediately upon posting. You should periodically review the most up-to-date version of these Terms for any changes.

## TERMINATION

ALIVE may immediately terminate these Terms or terminate your access to this Website with or without cause, and with or without notice, at any time (including where you repeatedly infringe the intellectual property of others with the Content that you post to the Website). Such termination shall take effect immediately, unless ALIVE provides otherwise in any notice. Upon account termination, your right to use this Website immediately ceases and you acknowledge and agree that ALIVE may immediately delete any files and data relating to your account, and bar any further access to such data or to the Website. ALIVE shall not be liable to you or to any third party for termination of your right to use the Website. In the event of termination of these Terms, the Limitation of Liability, Disclaimer of Warranty, Indemnification and Applicable Law shall survive such termination.

## GENERAL

The headings contained in these Terms are for convenience only and are not to be used in interpreting these Terms. The provisions of these Terms are severable. In the event any provision of these Terms shall, in whole or in part, be determined to be void for any reason, the remaining provisions will remain in full force and effect. ALIVE's failure or delay in exercising or enforcing any right under these Terms shall not operate as a waiver or relinquishment of any right. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR APPLICATIONS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## OUR CONTACT INFORMATION

Acumen LatAm Impact Ventures LLC

Lynn Roland, General Counsel  
Acumen Fund, Inc.  
40 Worth Street, Suite 303  
New York, NY 10013

You may also send an email to [lroland@acumen.org](mailto:lroland@acumen.org)

## ANNEX A

Service Provider Privacy Policy and Terms and Conditions:

Google Maps [Terms of Service](#) and [Privacy Policy](#)

Mailchimp [Privacy Policy](#)

[Website Platform]