

## **MONTAGU CONNECT – PLATFORM TERMS AND CONDITIONS (UK)**

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PLATFORM**

#### **11 Terms & Conditions**

1.1 These terms tell you the rules for using our Montagu Connect platform at [connect.montagu.com](https://connect.montagu.com) and mobile app (our “**Platform**”).

1.2 These terms of use refer to the following additional terms, which also apply to your use of our Platform:

- Our [Privacy Policy](#). See further under [How we may use your personal information](#).
- the Mobilize terms of use which can be found [here](#)
- [Cookies](#)

#### **12 Who we are and how to contact us**

2.1 Montagu Connect: Portfolio Community Platform is a Platform operated by Montagu Private Equity LLP (“**We**” or “**Montagu**”). We are registered in England and Wales under company number OC319972 and have our registered office at 2 More London Riverside, London, SE1 2AP.

2.2 We are authorised and regulated by the Financial Conduct Authority (reference number 460940). You may access details of our registration on the FCA's website [fca.org.uk](https://www.fca.org.uk).

2.3 We are a limited liability partnership.

2.4 To contact us about the Platform, please email [connect@montagu.com](mailto:connect@montagu.com)

#### **13 Mobilize**

3.1 The Platform is enabled and hosted by our third party provider Mobilize Networks, Inc., a Delaware corporation (the “**Platform Provider**”).

3.2 By accepting these terms of use, you agree that you shall comply with Mobilize's terms of service (<https://www.mobilize.io/terms-of-service/>) which are incorporated into this agreement. To the extent there is any conflict between the Mobilize terms and these terms and conditions, these terms and conditions will take precedence.

#### **14 By using our Platform you accept these terms**

4.1 By using our Platform, you confirm that you accept these terms of use and that you agree to comply with them.

4.2 If you do not agree to these terms, you must not use our Platform.

#### **15 We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our Platform, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 7 September 2021.

## **16 We may make changes to our Platform**

We may update and change our Platform from time to time to reflect changes to our users' needs and our business priorities or to comply with applicable laws or regulations. We will try to give you reasonable notice of any major changes.

## **17 We may suspend or withdraw our Platform**

7.1 Our Platform is made available free of charge.

7.2 We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

7.3 You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **18 We may transfer this agreement to someone else**

We may transfer, assign or delegate our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens.

## **19 You must keep your account details safe**

9.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

9.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

9.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [connect@montagu.com](mailto:connect@montagu.com)

## **110 Who may use our Platform**

10.1 The purpose of the Platform is to facilitate networking, communication, knowledge sharing and sharing of best practice (on a confidential basis) between Montagu, Montagu portfolio companies and their employees. Only employees and officers of Montague and Montague portfolio companies are permitted to join the Platform.

10.2 We may terminate your account and Platform access if at any time you cease to be an employee or officer of Montagu or a Montagu portfolio company (including where Montagu divests its interest in your employer such that it is no longer a Montagu portfolio company).

## **111 How you may use material on our Platform**

11.1 We are the owner or the licensee of all intellectual property rights in our Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11.2 You may download, store, display on your computer, view, listen to, play and print off one copy, and may download extracts, of any page(s) from our Platform provided that such materials: (a) may be used solely in the course of your employment by a company in which Montagu invests, and (b) may not be further distributed outside of your employer, including but not limited to sending by email, posting or copying on an external computer or posting in external websites.

- 11.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 11.4 Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.
- 11.5 The purpose of the Platform is to facilitate networking, communication, knowledge and sharing of best practice (on a confidential basis) between Montagu, Montagu portfolio companies and their employees. You must not use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors, or for promotional purposes.
- 11.6 You may not, directly or indirectly, do any of the following:
- 11.6.1 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform (or any underlying software, documentation or data related to the Platform or any intellectual property included therein);
  - 11.6.2 modify, translate, or create derivative works based on the Platform or any of its contents, or any underlying software;
  - 11.6.3 copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Platform or any underlying software;
  - 11.6.4 use the Platform or any underlying software for time sharing or service bureau purposes or otherwise for the benefit of a third party;
  - 11.6.5 use the Platform to develop a competing product of the Platform Provider or service or remove any proprietary notices or labels. The Platform Providers retains all right, title, interest (including, but not limited, to intellectual property rights) in and to the online Platform, including any add-ons or modules and anything developed and delivered under our agreement with the Platform Provider.
- 11.7 If you print off, copy or download any part of our Platform in breach of these terms of use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 11.8 If your account and Platform access is terminated at any time, including where you are no longer entitled to membership of the Platform (see [Who may use our platform](#)), you must immediately cease to use and delete or destroy all copies of material or content from our Platform in your possession.

## **112 Do not rely on information on this Platform**

- 12.1 Nothing on the Platform shall be deemed to constitute financial, legal, accounting, business, tax or other professional advice or services in any way, and the Platform should not be relied upon in connection with any investment decision. If any advice or guidance is required on Montagu's products or services, please contact Montagu or an independent professional adviser.
- 12.2 Nothing contained on the Platform should be construed as an offer, invitation or general solicitation to buy or sell any investments or securities, or provide investment advisory services or to engage in any other transaction.
- 12.3 The content on our Platform is provided for general information only and the purpose of the Platform is to facilitate networking, communication, knowledge and best practice sharing (on a confidential basis) between Montagu portfolio companies and their employees. It is not intended to amount to advice on which you should rely. You must obtain professional or

specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

- 12.4 Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

### **113 We are not responsible for websites we link to**

- 13.1 Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

- 13.2 We have no control over the contents of those sites or resources.

### **114 User-generated content is not approved by us**

This Platform may include information and materials uploaded by other users of the Platform, including to bulletin boards, groups, polling questions, shared calendars, Q&A functions, chat rooms and direct messaging. This information and these materials have not been verified or approved by us. The views expressed by other users on our Platform do not represent our views or values.

### **115 How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users, please contact us on [connect@montagu.com](mailto:connect@montagu.com)

### **116 Our responsibility for loss or damage suffered by you**

- 16.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- 16.2 We exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.

- 16.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

16.3.1 use of, or inability to use, our Platform; or

16.3.2 use of or reliance on any content displayed on our Platform.

- 16.4 In particular, we will not be liable for:

16.4.1 loss of profits, sales, business, or revenue;

16.4.2 business interruption;

16.4.3 loss of anticipated savings;

16.4.4 loss of business, business opportunity, revenue, profits, goodwill or reputation;

16.4.5 any indirect or consequential loss or damage;

16.4.6 any error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology;

16.4.7 anything beyond our reasonable control; or

- 16.4.8 any amounts that, together with amounts associated with all other claims, exceed the fees actually paid by us to the Service Provider for in connection with the Platform under the agreement or relating to any subject matter thereof in the 12 months prior to the act that gave rise to the liability, even if we have been advised of the possibility of any of the foregoing types of losses or damages.

## **117 How we may use your personal information**

We will only use your personal information as set out in our [Privacy Policy](#).

## **118 Uploading content to our Platform**

- 18.1 Whenever you make use of a feature that allows you to upload content to our Platform, or to make contact with other users of our Platform, you must comply with the content standards set out in our [Acceptable Use Policy](#).
- 18.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 18.3 You retain all of your ownership rights in the content you upload to the platform, but you are required to grant us and other users of our Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties. These rights are subject to our obligation to maintain confidentiality and not to use your content for promotional purposes. The rights you license to us are described in [Rights you are giving us to use material you upload](#).
- 18.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 18.5 We have the right to remove any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).
- 18.6 You are solely responsible for securing and backing up your content.
- 18.7 We do not store terrorist content.

## **119 Rights you are giving us to use material you upload**

When you upload or post content to our Platform, you grant us the following rights to use that content:

- 19.1 a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content, data and information in connection with the service provided by the Platform and across different media including to promote the Platform or the service forever; and
- 19.2 a worldwide, non-exclusive, royalty-free, transferable licence for other users to use the content, data and information in accordance with the functionality of the Platform and these terms and conditions forever.

## **120 We are not responsible for viruses and you must not introduce them**

- 20.1 We do not guarantee that our Platform will be secure or free from bugs or viruses.
- 20.2 You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.
- 20.3 You must not misuse our Platform by knowingly introducing viruses, trojans, worms, back door, time bomb, drop dead service, preventative routines, logic bombs or other material that

is malicious or technologically harmful that are intentionally designed to permit unauthorised access to or use of the Platform or our computer systems. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

## **121 Rules about linking to our Platform**

- 21.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 21.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 21.3 You must not establish a link in any way that circumvents any security or paywalls.
- 21.4 You must not establish a link to our Platform in any website that is not owned by you.
- 21.5 Our Platform must not be framed on any other site, nor may you create a link to any part of our Platform other than the home page.
- 21.6 We reserve the right to withdraw linking permission without notice.
- 21.7 The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).
- 21.8 If you wish to link to or make any use of content on our Platform other than that set out above, please contact [connect@montagu.com](mailto:connect@montagu.com)

## **122 Acceptable Use Policy**

### **22.1 Prohibited uses**

You may use our Platform only for lawful purposes. You may not use our Platform:

- 22.1.1 In any way that breaches any applicable local, national or international law or regulation or in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- 22.1.2 For the purpose of harming or attempting to harm minors in any way.
- 22.1.3 To bully, insult, intimidate or humiliate any person.
- 22.1.4 To send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#).
- 22.1.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 22.1.6 To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- 22.1.7 Not to reproduce, duplicate, copy or re-sell any part of our Platform in contravention of the provisions of these terms of use;
- 22.1.8 Not to use the Platform for selling, promoting or advertising any goods or services (including those of any Montagu portfolio company); and
- 22.1.9 Not to access without authority, interfere with, damage or disrupt:
  - 22.1.9.1 any part of our Platform;
  - 22.1.9.2 any equipment or network on which our Platform is stored;
  - 22.1.9.3 any software used in the provision of our Platform; or
  - 22.1.9.4 any equipment or network or software owned or used by any third party.

## 22.2 **Interactive services**

We may from time to time provide interactive services on our Platform, including, without limitation:

- 22.2.1 Video-sharing facilities
- 22.2.2 Resources Gallery
- 22.2.3 Chat rooms
- 22.2.4 Direct messaging
- 22.2.5 Bulletin boards
- 22.2.6 Polling
- 22.2.7 Q&A function
- 22.2.8 Event calendars
- 22.2.9 Members directory

### **("Interactive Services")**

Where we do provide any Interactive Service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Platform, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## 22.3 **Content standards**

These content standards apply to any and all material which you contribute to our Platform ("**Contribution**"), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- 22.3.1 Be accurate (where it states facts).
- 22.3.2 Be genuinely held (where it states opinions).
- 22.3.3 Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- 22.3.4 Be defamatory of any person.
- 22.3.5 Be obscene, offensive, hateful or inflammatory.
- 22.3.6 Bully, insult, intimidate or humiliate.
- 22.3.7 Promote sexually explicit material.
- 22.3.8 Include child sexual abuse material.
- 22.3.9 Promote violence.
- 22.3.10 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 22.3.11 Promote or advertise any products or services of the users' employers.
- 22.3.12 Infringe any copyright, database right or trade mark of any other person.
- 22.3.13 Be likely to deceive any person.
- 22.3.14 Include commercially sensitive information (including, without limitation, information relating to pricing) regarding Montagu portfolio companies or their suppliers.
- 22.3.15 Constitute anti-competitive behaviour or give rise to the appearance of anti-competitive behaviour.
- 22.3.16 Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 22.3.17 Promote any illegal content or activity.
- 22.3.18 Be in contempt of court.
- 22.3.19 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 22.3.20 Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 22.3.21 Impersonate any person or misrepresent your identity or affiliation with any person.
- 22.3.22 Give the impression that the Contribution emanates from us, if this is not the case.



- 22.3.23 Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- 22.3.24 Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

## 22.4 Breach of these terms

When we consider that a breach of these terms of use (including this acceptable use policy) has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms of use (including this acceptable use policy) constitutes a material breach of these terms of use upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions:

- 22.4.1 Immediate, temporary or permanent withdrawal of your right to use our Platform.
- 22.4.2 Immediate, temporary or permanent removal of any Contribution uploaded by you to our Platform.
- 22.4.3 Issue of a warning to you.
- 22.4.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 22.4.5 Further legal action against you.
- 22.4.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms (including this acceptable use policy). The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## 123 Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## 124 Our trade marks are registered

The Montagu Private Equity names and logos are UK registered trade marks of Montagu Private Equity LLP. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under [How you may use material on our Platform](#).