



© Verb Ventures, 2024

action@verb.ventures ->

Legal Notice

Terms & Conditions

Verb Ventures S.à r.l., (hereinafter “Verb VC”) is a Luxembourg based company with registered office in 11-13, Boulevard de la Foire, Luxembourg, L-1528; registered in the Registre de Commerce et des Sociétés (the “RCS”) with the number B274961.

You can contact Verb VC at any time by sending an email to action@verb.ventures ->

By using this website and its services, you agree to comply with and be bound by the following terms of use (the “Terms of Use”). Please read them carefully.

Terms of use

Verb VC provides access to www.verb.ventures (hereinafter, the “Website”) subject to the Terms of use described below.

The use of our Website attributes the condition of user (hereinafter, the “User”) and implies the total acceptance without waiver of all the policies published on the Website; including these Terms of Use or the Privacy Policy (hereinafter, the “Policies”). You undertake to use this Website in accordance with applicable law, not use it for fraudulent purposes and to refrain from behaving in any way that might damage the image, interests, and rights of Verb VC.

The Terms of Use, as well as any other Policies, may be modified by Verb VC at any time, and it is the sole responsibility of the User to verify its content. Please review the Policies regularly to ensure that you are informed of any changes that may have been made. The use of the Website implies that you agree to be legally bound by the Policies, in their

current or modified versions. In case of discrepancy between previous versions of the Policies and their updated versions, the latter will prevail.

To improve the features offered on the website, Verb VC reserves the right to modify, expand or temporarily discontinue the display, configuration, technical specifications, content and services on the website, at any time, unilaterally and without prior notice.

Verb VC is in no way obliged to keep the website accessible or to provide the content stored on it. Both the hosting of the website and the provision of content may be cancelled, interrupted or suspended temporarily at any time without prior notice.

The User is not authorized and should not use the Website to (i) create an electronic or other database that includes material downloaded or obtained from any other form of the Website; (ii) transmit or proceed to the transmission to a third party of any material obtained from the Website, without complying with the applicable Policies published on the Website; (iii) obtain or attempt to obtain materials, documents or information from the Website by any method that is not available on the Website through automatic devices such as deep-links, scrapes, robots, spiders or other similar devices; (iv) access, copy or track any part of the Website, or reproduce or circumvent in any way the navigation structure of the Website or any content; (v) by any means (including, without limitation, malicious software (virus) or any other code, file or computer program) interrupt, restrict, destroy, limit the functionality of, or compromise the integrity of any software or hardware or telecommunications by any means; or (vi) use any part of the Website to link, through any means, with an internal or secondary page of the Website located at one or several levels below the home page (deep link) or to submit Content of the Website on another web page (framing).

Intellectual and industrial property rights

The intellectual and industrial property rights to the content of the Website (hereinafter, the "Content"), including, but not limited to, their graphic design and computer codes, as well as the trade names, trademarks and distinctive signs that appear therein, are owned by or licensed to Verb VC, unless otherwise stated, and are protected by intellectual property and industrial law and any other applicable legislation.

Unless otherwise specified in the Policies or expressly authorized in writing by Verb VC, Users may not reproduce, distribute, transform or make the Content public. Verb VC reserves all intellectual and industrial property rights.

Verb VC may bring any administrative, civil or criminal proceedings in the event of infringement of these rights by the User.

Privacy policy and Data Protection

Verb VC recognises that the trust and confidence of clients, employees, regulators and other interested parties

in our business practices is one of Verb VC's most valuable assets. Verb VC recognises that it shall not only provide the best products and services to its clients but also meet the highest standards relating to compliance and social responsibility.

Verb VC is committed to protecting the rights and privacy of individual's personal data that it processes, in accordance with the legislation within Luxembourg which includes the EU General Data Protection Regulations ("EU GDPR") and the 'Law on the organization of the National Data Protection Commission' ("CNPD") and the

'Law on the protection of individuals with regard to the processing of personal data in criminal matters as well as in matters of national security' both enacted in August 2018, collectively, the applicable "Privacy Laws". Where Verb VC provides products and services to clients elsewhere, it shall comply with the legislation in the jurisdiction where those products and services are provided. Verb VC takes these responsibilities very seriously for the protection of personal data with regard to these requirements ensures that it complies with them.

The use of the Website and its forms requires acceptance of the processing of the user's data in accordance with this privacy policy, including the collection of access data and the delivery of commercial information by electronic means.

By using this Website, the User acknowledges that it has read and agrees to the processing of its personal information under the terms indicated in this privacy policy, to this privacy policy and our Legal Notice.

Purpose of the data processing

Only personal data necessary for the proper development of the relationship between Verb VC and the User is collected, and in particular, for any of the following purposes:

- Managing access to documentation on the Website.
- Managing the procurement of services, as well as those administrative procedures pertaining to the existing commercial relationship.
- Managing the use of any of those features which will be made available to the User on this Website, including, by way of an example and therefore not limited to, subscription to newsletters and queries or requests for information.
- Customising and improving the tools and functionalities of the website, as well as to guarantee its technical operation.

Any other purpose required or permitted by the applicable law or for which the User has given its consent.

With regard to the eventual processing of the User's data for promotional or advertising purposes, in addition to the data collection form, data subjects would be provided with a suitable procedure that is simple and free of charge, in order to freely give their consent to said processing. This consent may be withdrawn at any time and at no cost for the User.

In addition, the User's information may be used to comply with the different legal obligations of the Verb VC.

The personal data the User provides to Verb VC will be processed at all times in accordance with the GDPR and the applicable regulations.

Data controller, contact information and data transfers

The data controller is: Verb Ventures S.à r.l.

Address: 11-13, Boulevard de la Foire, Luxembourg, L-1528

Lux RCS number: B274961

Email: action@verb.ventures ->

Verb VC undertakes that all communications of the User's personal data are considered confidential, however, the User's data may be transferred to different entities. Among others: (i) group companies and their authorized personnel; (ii) official bodies or third parties in accordance with the applicable legislation; or (iii) external service providers, with whom the legally required contracts under which they guarantee the fulfilment of their obligations as data processors have been signed.

International transfers (outside the European Economic Area) are not planned, except for storage purposes, and in any case based on a decision of adequacy with adequate guarantees.

Data retention time

Verb VC only stores Users' personal data to use it for the purpose it was originally collected and in accordance with the legal basis for processing it. Verb VC will retain personal data as long as there is a contractual and/or commercial relationship with the User, and as long as the User does not exercise the right to erasure, cancellation, and/or restriction with regard to the processing of such data.

Afterwards, said data will be blocked and not used as long as it may be needed to lodge or defend complaints or when any kind of legal or contractual responsibility may be derived from processing it that must be addressed and for which the data must be retrieved.

Upon the expiration of such periods, all personal data will be deleted.

Rights of data subjects

Data subjects can exercise their rights to access, rectification, erasure, objection, portability, and restriction at any time as provided for in the applicable regulations by contacting Verb VC, either by sending an email to action@verb.ventures or by writing to Verb Ventures S.à r.l. at 11-13, Boulevard de la Foire, Luxembourg, L-1528.

Any such requests must be accompanied by a photocopy of a valid National ID card or equivalent document evidencing the data subject's identity and must specify the right being exercised.

Data subjects may, at any time and under the terms set out in the applicable data protection regulations, withdraw the authorisation granted to process their personal information. This shall not affect the lawfulness of the processing carried out prior to the withdrawal.

If the data subject has not obtained satisfaction in the exercise of its rights, it can file a complaint with the relevant authorities in Luxembourg.

Accuracy and authenticity of data, updating data

The User guarantees the authenticity of the data reported, which has to be real, exact, complete and up-to-date data. The User will not enter data about other people; Verb VC will presume that the data has been entered by the data subject him or herself. The User will be the only responsible for any harm or damage, direct or indirectly caused to another individual, derived from providing false, inexact, incomplete, or outdated data or data referring to another person.

The User must communicate any changes in the provided data in order to keep it up-to-date.

Information security

Verb VC has taken all the measures required by law to protect personal data and ensure its security and confidentiality; likewise, has adopted the technical measures available to prevent data loss, unfair use, alteration, unauthorized access or data theft and Verb VC is not responsible for the actions of third parties who, in violation of these measures, access the aforementioned data and information.

Sustainability-related disclosures and disclosures on principal adverse impact

Pursuant to Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, Verb VC is required to disclose the manner in which Sustainability Risks are integrated into the investment decision and the results of the assessment of the likely impacts of Sustainability Risks on the returns.

Sustainability Risks are principally linked to climate-related events resulting from climate change (physical risks) or to the society's response to climate change (transition risks), which may result in unanticipated losses that could affect the Fund's investments and financial condition. Social events (e.g. inequality, inclusiveness, labour relations, investment in human capital, accident prevention, changing customer behavior, etc.) or governance shortcomings (e.g. recurrent significant breach of international agreements, bribery issues, products quality and safety, selling practices, etc.) may also translate into Sustainability Risks.

Verb VC does not actively promote Sustainability Factors and does not maximize portfolio alignment with Sustainability Factors; however, it remains exposed to Sustainability Risks. Such Sustainability Risks are integrated into the investment decision making and risk monitoring to the extent that they represent a potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns.

The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. In general, where a Sustainability Risk occurs in respect of an asset, there will be a negative impact on, or entire loss of, its value. Such assessment of the likely impact must therefore be conducted for each investment strategy in place.

Verb VC does not consider the adverse impacts of the investment decisions on Sustainability Factors (i) as no sufficient data of satisfactory quality is available to allow Verb VC to adequately assess the potential adverse impact of the investment decision on Sustainability Factors, (ii) because of a lack of relevant disclosures from target investments and (iii) as there are no adequate methodologies to calculate the potential adverse impact of the investment decision on Sustainability Factors and (iv).

Notwithstanding the above, the investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities which are determined by the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, as amended from time to time.

Anti-Bribery and Corruption Policy

Applicable regulations (not limited to):

- The Bribery Act 2010
- FCA Handbook, Principles for Business 1: A firm must conduct its business with integrity;
- FAC Handbook, Senior Management, Systems and Controls

It is Verb VC's policy to conduct all of our business in an honest and ethical manner. We take a zero tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and we implement and enforce effective systems to counter bribery.

Under no circumstances may an Employee or Associated Person solicit any form of bribe from a third party.

A bribe is defined as a financial or other advantage with the intention of influencing the recipient to carry out a function improperly, or as a reward for having already done so.

Corruption is the misuse of a public office or power for a private gain; or misuse of private power in relation to business outside the realm of government.

Offences under the act:

- Bribing another person
- Being bribed
- Bribing foreign officials
- Failure of commercial organisations to prevent bribery

The penalty for having committed an offence under the Act are potentially up to an unlimited fine and/or imprisonment for up to 10 years.

A company's defence for failing to prevent bribery is having adequate procedures in place. However, if found guilty of committing an offence then the organisation would potentially face an unlimited fine, and any "senior officer" will be guilty of the same

offence if he or she has consented to or connived in the commission of the offence. This is a form of secondary liability and is not a separate offence.

If you are unsure whether a fee or service could be construed as a bribe, please contact action@verb.ventures ->

Exclusion of Liability

The User agrees that the use of the website and/or the content will be at its own risk and that the website is offered to Users as is available. Insofar as permitted under applicable law, Verb VC does not guarantee nor takes responsibility for the accuracy, veracity and validity of any information or content of the Website (including, without limitation, Links and Hypertext, to external and independent third-party websites of Verb VC which, through the Website, access the user to benefits and services offered by third parties).

Verb VC neither guarantees nor assumes responsibility for damages of any kind arising from the following circumstances:

Interruptions, malfunctions, suspensions or lack of continuity of the Website and/or the removal of its total or partial content.

Lack of usefulness, appropriateness or validity of the services and content offered on the Website in relation to the User's results and expectations.

The use of or inability to use the information, content, matters and software of the Website or the decisions taken based on any of the above (including, without limitation, for any negligence, loss of business, loss of use, loss of profits or loss of data, or for indirect, secondary, special or consequential damages).

The existence of any virus or malicious content or software in the User's hardware, software and/or data.

Knowledge by unauthorised third parties of the type, conditions, characteristics and circumstances of the User's access to and use of the Website and the information and services.

Access to and use of the Website is under the User's exclusive responsibility. Verb VC is not responsible for the breach of any applicable rule that may be incurred by the User in his access to the Website and/or in the use of its information.

Applicable legislation & jurisdiction

These Terms of Use shall be governed under Luxembourg law, to which Verb VC and the User expressly submit.

All conflicts deriving from or relating to the Website, its content, its use or the interpretation or application of these Terms of Use, will be resolved by the competent courts and tribunals of the city of Luxembourg, with express waiver by Verb VC and the User of any other venue.

In the event that any of the terms of this document be declared null, they will be removed or replaced. Should this occur, the validity of the rest of the terms included in this document will not be affected.