

**GENERAL INNOVATION CAPITAL
TERMS AND CONDITIONS OF USE AND PRIVACY POLICY**

Welcome to generalinnovation.com, owned and operated by General Innovation Capital, LLC (“GICP,” “we,” or “us”). By using this website and its associated services (including any podcasts, newsletters, or other content available hereon) (collectively, the “Site”), you agree to these terms and conditions of use (the “Terms”); if you do not agree, you may not use the Site. GICP may modify the Site and/or these Terms from time to time without notice to you, except that if GICP makes material changes to these Terms, we will post the revised Terms and the revised effective date on this Site and/or provide notice by some other means. By using the Site following any modifications to the Terms, you agree to be bound by the modified Terms.

Use of the Site.

You must be at least 18 years old to use our Site. You will comply with all applicable laws, rules and regulations in connection with your use of the Site. You will not violate or attempt to violate the security of the Site or GICP’s systems or network security, including, without limitation by (i) accessing data not intended for users of the Site or gaining unauthorized access to an account, server or any other computer system; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (iii) attempting to interfere with the function of the Site, host or network. You may not “crawl,” “scrape,” or “spider” any portion of the Site (through use of manual or automated means).

Information Not Confidential; Not an Offer to Invest; Site Content.

If you choose to contact any GICP personnel using the contact information you find on the Site, you understand any information and/or materials you provide to such personnel will not be treated as confidential or proprietary. GICP undertakes no obligation to review information submitted by you, or to return such information to you. GICP may receive information that is similar to information you submit, or may have already received information containing ideas and plans that are the same as or similar to ideas and plans contained in information you submit to GICP. Nothing you submit to GICP will cause it or its affiliated funds to be limited or restricted from the pursuit of any opportunities, either alone or with third parties.

Your use of the Site or communication with any GICP personnel is not an indication that GICP or its affiliated funds will invest in any business you are associated with, nor is it an invitation to invest in any GICP entity or affiliated fund. You understand GICP is not in any way obligated to invest, offer the opportunity to invest, or to consider an investment or opportunity to invest. Any such offer or solicitation will be made separately and only by means of confidential offering documents specific to the relevant investment fund or other investment vehicle to investors that, among other requirements, meet certain qualifications under federal securities laws. There can be no assurance that GICP’s investment strategies will be successful or that GICP’s investment objectives will be achieved. Any investment in a fund or other investment vehicle managed by GICP involves a high degree of risk, including the risk of a complete loss of investment.

Any GICP portfolio companies or other investments described or referenced via the Site are not representative of all investments of the funds managed by GICP, and there can be no assurance that the investments described or referenced will be profitable or that future investments will have similar character or results.

Any opinions expressed via the Site reflect the views of the individual posters and are subject to change. Certain information available via the Site has been obtained from third-party sources, including from

portfolio companies of investment funds managed by GICP. While taken from sources we believe are reliable, GICP has not independently verified all such information, and GICP makes no representation or warranty about the accuracy of such information or its suitability for any purpose. The opinions expressed via the Site are not intended to constitute investment, accounting, tax or legal advice; nothing in the Site is a recommendation that you purchase, sell or hold any security or other investment or that you pursue any particular investment strategy. GICP has not independently verified or participated in any third party ratings or rankings regarding GICP or its personnel included on this Site. All such ratings or rankings are provided solely for general informational purposes, do not reflect the experience of all third parties with GICP or its personnel, and do not imply similar result in the future.

Certain statements made or other information disseminated via the Site by individual GICP personnel may constitute “forward-looking statements” under the Privacy Securities Litigation Reform Act of 1995. To the extent any information made available via the Site constitutes a forward-looking statement (which may be identified by use of forward-looking terminology such as “may,” “will,” “should,” “expect,” “anticipate,” “upside,” “potential,” “project,” “estimate,” “intend,” “forecast,” “target,” “believe” or similar terminology), please note that actual events, results or performance may differ materially from those reflected or contemplated by such statement. GICP disclaims any obligation to update any forward-looking statement in the event it later turns out to be inaccurate, whether as a result of new information, future events or otherwise. Any projections, estimates, forecasts, targets or opinions expressed via the Site are subject to change without notice and may differ from opinions expressed by others. Any charts included in the Site content are provided solely for general informational purposes and should not be relied upon when making an investment decision.

Additional important information about GICP, including our Form ADV, is available at the SEC’s website, <http://www.adviserinfo.sec.gov>

GICP Proprietary Rights.

The Site, including all of its contents (including, text, images, audio, and the HTML used to generate the pages) (“Content”), are the property of GICP or that of our suppliers or licensors and are protected trademark, copyright, and/or other intellectual property laws. You may not download, copy, print, display, perform, reproduce, publish, modify, prepare derivative works from, license, transmit, or distribute any Content from this Site in whole or in part, for any public or commercial purpose without prior written consent from GICP. GICP grants you a limited, personal, non-exclusive, non-transferable license to access the Site, and to use the Content, solely for personal, internal and non-commercial purposes. GICP (on behalf of itself and its suppliers and licensors) reserves all rights not expressly granted herein.

Without limiting the foregoing, as between you and GICP (or other companies whose marks appear on the Site), GICP (or the respective company) is the owner and/or authorized user of any trademark, registered trademark, logo, and/or service mark appearing on the Site (the “Marks”). Nothing on the Site should be construed to grant any license or right to use any Mark, whether of GICP or a third party. You may not use or exploit any Marks without prior written consent from the applicable owner thereof.

Links from and to the Site.

The Site may contain links to third party websites (“Third Party Sites”). Third Party Sites are not reviewed, controlled or examined by GICP in any way and GICP is not responsible for any content contained therein. These links do not imply GICP’s endorsement of or association with any Third Party Site. GICP is not liable, directly or indirectly, to anyone for any loss or damage arising from or in connection with use of the Third Party Sites.

Disclaimer of Warranties.

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND FUNCTIONALITY THEREOF, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND GICP (ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS) HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED. NO ADVICE, RESULTS, INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. NO CONTENT CAN OR SHOULD BE CONSTRUED AS PROFESSIONAL ADVICE OF ANY KIND (INCLUDING BUSINESS, INVESTMENT, ACCOUNTING, TAX, AND/OR LEGAL ADVICE).

Limitation of Liability.

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL GICP, ITS AFFILIATES (INCLUDING AFFILIATED FUNDS) OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (THE “GICP PARTIES”), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, EVEN IF ANY GICP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL THE TOTAL LIABILITY OF ANY GICP PARTY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR RELATED TO THE TERMS, THE CONTENT, AND/OR YOUR USE OF THE SITE, EXCEED, IN THE AGGREGATE, \$100.00.

General Information.

These Terms are governed by the laws of the State of Florida, without regard to the conflicts of laws provisions thereof. In the event of any dispute arising in connection with these Terms, you hereby consent to exclusive jurisdiction and venue in the state and federal courts of Miami-Dade County, Florida. The failure of GICP to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You may not assign these Terms or transfer any of your rights or obligations hereunder without GICP’s express written consent. These Terms inure to the benefit of GICP’s successors, assigns and licensees. These Terms are the entire agreement between you and GICP with respect to the subject matter herein.

Privacy Policy

We respect your privacy and, whether you are visiting the Site as an investor, founder or member of the general public, you are entitled to the protection of your personal information. Please read the Privacy Policy below to learn how we treat your personal information.

By using or accessing our Site in any manner, you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and share your information as described in this Terms of Use and Privacy Policy

1. WHAT THIS PRIVACY POLICY COVERS.

This Privacy Policy covers important information and disclosures relating to how we treat Personal Data that we gather when you access or use our Site, but does not cover the practices of companies we don't own or control or people we don't manage, nor to the privacy practices of any entity with whom we have an investment relationship, even if you are able to access such entity's website or service through a link on the Site. It also does not apply to information obtained or disclosed in offline correspondence or in connection with an investment in one of our affiliated investment funds. Note that our collection and processing of investors' Personal Data is governed by our Investor Privacy Notice, which we make available to you within your subscription documents or otherwise at your request. If you are an investor and have questions about the Investor Privacy Notice or how we process your Personal Data, please contact da@generalinnovation.com.

Please note that you may have additional rights to control the use and disclosure of your Personal Data. Residents of California should refer to the relevant subsections below. You may print a copy of this Privacy Policy by clicking [here](#). If you have a disability, you may access this Privacy Policy in an alternative format by contacting da@generalinnovation.com.

Use of the term "Personal Data" herein means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations.

2. CATEGORIES OF PERSONAL DATA WE COLLECT.

This chart details the categories of Personal Data that we collect and have collected over the past 12 months:

<u>Category of Personal Data</u>	<u>Examples of Personal Data We Collect</u>	<u>Categories of Third Parties With Whom We Share this Personal Data:</u>
Profile or Contact Data	<ul style="list-style-type: none">• First and last name• Email	<ul style="list-style-type: none">• Service Providers• Business Partners• Parties You Authorize, Access or Authenticate
Device/IP Data	<ul style="list-style-type: none">• IP address• Device ID• Domain server• Type of device/operating system/browser used to access the Services	<ul style="list-style-type: none">• Service Providers

Web Analytics	<ul style="list-style-type: none"> • Web page interactions • Referring webpage/source through which you accessed the Services • Non-identifiable request IDs • Statistics associated with the interaction between device or browser and the Services 	<ul style="list-style-type: none"> • Service Providers
Other Identifying Information that You Voluntarily Choose to Provide	<ul style="list-style-type: none"> • Identifying information in emails or letters you send us 	<ul style="list-style-type: none"> • Service Providers • Business Partners • Parties You Authorize, Access or Authenticate

Categories of Sources of Personal Data

We collect Personal Data about you from the following categories of sources:

- **You**
 - When you provide such information directly to us.
 - When you use our Site.
 - When you voluntarily provide information in free-form text boxes through the Site or through responses to surveys or questionnaires.
 - When you send us an email or otherwise contact us.
 - When you use the Site and such information is collected automatically.
 - Through Cookies (defined in the “Tracking Tools and Opt-Out” section below).
- **Third Parties**
 - Vendors
 - We may use analytics providers to analyze how you interact and engage with the Site, or third parties may help us provide you with customer support.

Our Commercial or Business Purposes for Collecting or Disclosing Personal Data

- **Providing, Customizing and Improving the Site**
 - Providing you with the products, services or information you request.
 - Meeting or fulfilling the reason you provided the information to us.
 - Providing support and assistance for the Site.
 - Improving the Site, including testing, research, internal analytics and product development.
 - Personalizing the Site, website content and communications based on your preferences.
 - Doing fraud protection, security and debugging.
 - Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (the “CCPA”).
- **Corresponding with You**
 - Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about us or the Site.
 - Sending emails and other communications according to your preferences or that display content that we think will interest you.
- **Meeting Legal Requirements and Enforcing Legal Terms**

- Fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
- Protecting the rights, property or safety of you, us or another party.
- Enforcing any agreements with you.
- Responding to claims that any posting or other content violates third-party rights.
- Resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice.

3. HOW WE SHARE YOUR PERSONAL DATA.

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a “sale” of your Personal Data. For more information, please refer to the state-specific sections below.

- **Service Providers.** These parties help us provide our services or perform business functions on our behalf. They include:
 - Hosting, technology and communication providers.
 - Security and fraud prevention consultants.
 - Analytics providers.
- **Business Partners.** These parties partner with us in offering various services. They include:
 - Businesses that you have a relationship with, including our investment fund affiliates
- **Parties You Authorize, Access or Authenticate**

Legal Obligations

We may share any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Meeting Legal Requirements and Enforcing Legal Terms” in the “Our Commercial or Business Purposes for Collecting Personal Data” section above.

Business Transfers

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and share it with third parties for our lawful business purposes, including to analyze, build and improve the Site and promote our business, provided that we will not share such data in a manner that could identify you.

4. TRACKING TOOLS AND OPT OUT.

The Site use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “Cookies”) to enable our servers to recognize your web browser and tell us how and when

you visit and use our Site, to analyze trends, learn about our user base and operate and improve our Site. Cookies are small pieces of data – usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Site. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Site does not support “Do Not Track” requests sent from a browser at this time.

We use the following types of Cookies:

- **Essential Cookies.** Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Site. Disabling these Cookies may make certain features and services unavailable.
- **Functional Cookies.** Functional Cookies are used to record your choices and settings regarding our Site, maintain your preferences over time and recognize you when you return to our Site. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Performance/Analytical Cookies.** Performance/Analytical Cookies allow us to understand how visitors use our Site such as by collecting information about the number of visitors to the Site, what pages visitors view on our Site and how long visitors are viewing pages on the Site. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Site’s content for those who engage with our advertising.

You can decide whether or not to accept Cookies through your internet browser’s settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Site and functionalities may not work.

To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <https://ico.org.uk/for-the-public/online/cookies/> or <http://www.allaboutcookies.org/>.

5. DATA SECURITY.

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, and administrative security measures and storage and processing practices based on the type of Personal Data. For example, the Site uses industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personal Data you provide to us.

Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data or storing data over the Internet is completely secure. We cannot guarantee the complete security of any data you share with us, and except as expressly required by law, we are not responsible for the theft, destruction, loss or inadvertent disclosure of your information or content.

6. DATA RETENTION.

We retain Personal Data about you for as long as necessary to provide our Site and/or services to you, comply with our legal obligations, resolve disputes, or as otherwise permitted or required by applicable law, rule or regulation. When establishing a retention period for specific categories of data, we consider

who we collected the data from, our need for the Personal Data, why we collected the Personal Data, and the sensitivity of the Personal Data.

For example, we retain your device/IP data for as long as we need it to ensure that our systems are working appropriately, effectively, and efficiently. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

7. PERSONAL DATA OF MINORS.

We do not knowingly collect or solicit Personal Data about children under 16 years of age, except with parental consent. If we learn that we have collected personal information from an individual under the 16 years of age without parental consent, we will delete such information as quickly as possible. If you believe that a child under 16 years of age may have provided Personal Data to us, please contact us at da@generalinnovation.com.

8. PRIVACY RIGHTS OF CALIFORNIA RESIDENTS.

If you are a resident of California, you have the rights set forth in this section. If there are any conflicts between this section and any other provision of this Privacy Policy, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at da@generalinnovation.com.

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months, including the:

- Categories of Personal Data that we have collected about you.
- Specific pieces of Personal Data that we have collected about you.
- Categories of sources from which that Personal Data was collected.
- Business or commercial purpose for collecting your Personal Data.
- Categories of third parties with whom we have shared your Personal Data.
- Categories of Personal Data shared with third parties for a business purpose over the past 12 months, if applicable.

Deletion

You have the right to request that we delete the Personal Data that we have collected about you, subject to certain exceptions under the CCPA: for example, we may need to retain your Personal Data to provide you with the Site or services or complete a transaction or other action you have requested, or if deletion of your Personal Data involves disproportionate effort. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Correction

You have the right to request that we correct any inaccurate Personal Data we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, if we decide, based on the totality of circumstances related to your Personal Data, that such data is correct. If your correction request is subject to one of these exceptions, we may deny your request.

Exercising Your CCPA Rights

To exercise the rights described above, you must send us a request that (1) provides sufficient information to allow us to verify that you are either the person about whom we have collected Personal Data or are an agent authorized by that person, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a “Valid Request.” We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. **You may submit a Valid Request by emailing us at da@generalinnovation.com.**

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may also authorize an agent (an “Authorized Agent”) to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

We Do Not Sell Your Personal Data

We will not “sell” your Personal Data, as that term is defined in the CCPA, and have not done so over the last 12 months. We also do not sell the Personal Data of minors under 16 years of age.

Personal Data Sharing Opt-Out and Opt-In

Under the CCPA, California residents have certain rights when a business “shares” Personal Data with third parties for purposes of cross-contextual behavioral advertising. We will not share your Personal Data for cross-contextual behavioral advertising, and have not done so over the last 12 months. To our knowledge, we do not share the Personal Data of minors under 16 years of age for purposes of cross-contextual behavioral advertising.

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not deny you access to our Site or provide you a lower quality of services if you exercise your rights under the CCPA. If you have any questions about this section or whether any of the above rights apply to you, please contact us at da@generalinnovation.com.

9. PRIVACY RIGHTS OF OTHER UNITED STATES RESIDENTS.

California Resident Rights

California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties’ direct marketing purposes, under California Civil Code Sections 1798.83-1798.84. If you would like to submit such a request, please contact us at da@generalinnovation.com.

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. If you are a Nevada Resident, you can exercise this

right by contacting us at da@generalinnovation.com with the subject line “Nevada Do Not Sell Request” and providing us with your name. Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

10. CHANGES TO THIS PRIVACY POLICY.

We’re constantly trying to improve our Site and services, so we may need to change this Privacy Policy from time to time, but we will alert you to any such changes by placing a notice on our website, by sending you an email and/or by some other means. Please note that if you’ve opted not to receive legal notice emails from us (or you haven’t provided us with your email address), those legal notices will still govern your use of the Site and/or services, and you are still responsible for reading and understanding them. If you use the Site and/or services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

11. CONTACT INFORMATION.

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data, or your choices and rights regarding such collection and use, please do not hesitate to contact us at da@generalinnovation.com.