



PHX Engine: Fundraising Support Software Terms & Conditions

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Terms and Conditions

If you have any questions, comments, or concerns regarding these terms or the Service, please contact us at guardians(at)thephx.co. These Terms of Service (the “Terms”) are a binding contract between you and PHX (the Angel Foundation B.V., “we”, “our” and “us”). By using the Service in any way, you agree to and accept all of these Terms, and these Terms will remain in effect at all times while you use the Service or any data obtained through the Service. These Terms govern your access to the Service and use of all data, content and other information in the PHX Database (“PHX Engine”, “PHX Fundraising CRM”, “PHX Fundraising Software”)

1. Definitions

“PHX Fundraising Software” is a proprietary-built software solution and database tailored to support successful start-ups fundraising. PHX Fundraising Software comprises a unique CRM and database design that is capable of creating and facilitating the fundraising funnel process: from investor discovery to investor selection, to investor outreach and stage-by-stage progression within the fundraising journey with a specific investor. Start-ups can further store past communications and utilise the PHX database (limited to information made available to their start-up exclusively) for successfully closing the investment round. Start-ups are required to utilise the Fundraising Software for successful investor outreach with and via PHX introductions, as PHX requires up-to-date overview of investors in talks with to deliver investor introductions.

2. Start-up commitments

2.1 The start-up is required to regularly update the PHX Fundraising CRM software and keep the the PHX team updated on fundraising progress for successful collaboration on the fundraising (incl. Advisory and support from PHX)

2.2 PHX may support the start-up fundraising via personalised introduction requests with investors and in case of successful “investor connections”, the start-up is required to follow up in response to the investor connection email and keep the PHX informed on the status of the conversations with the investor(s)

3. Confidentiality

3.1 Subject to exceptions by law or regulation, PHX and Start-up are obliged to observe secrecy of all information that has been entrusted by the parties as secret or that has come to their knowledge in the performance of the fundraising support activities as a confidential matter. Likewise, without the written permission of PHX, the start-up will not make any announcements to third parties about PHX working methods, or make its advice and / or reports available. PHX is allowed to name the start-up’s name as an organization with which PHX collaborates.

3.2 With the exception of exceptions provided by law, nothing may be reproduced and / or made public by means of print, photocopy, microfilm, by transmitting, distributing or making available (whether or not against payment) to third parties or in any other manner



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4. Liabilities

4.1 PHX ("The Company" or Angel Foundation BV) is not liable for any loss of data or any damage resulting in loss of data. The company will not be liable to start-up or to any other legal or individual person in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, reputation, contracts, commercial opportunities or goodwill. The Company will not be liable to start-up or any other legal or individual person in respect of any loss or corruption of any data, database or software.

4.2 PHX will not be liable for any improper or incorrect use of the information or services on this Website and assume no responsibility for anyone's use of the information or services.

4.3 PHX will not be liable for any unlawful access to or theft of data, computer viruses or destructive code on PHX system or third party systems; programming defects or negligence on PHX part

5. Timeline

5. 1 PHX Engine software access timeline

The PHX Engine software access is granted only for the duration of 6 months commencing as of the start date of this agreement.

5.2 Software access termination

The start-up is required to pay the subscription fee no later than 15 days after the latter of either submitting personal data via the PHX Questionnaire or contract start date, to continue utilising the software. PHX may terminate access to the PHX Engine if the start-up fails to pay the required subscription fee.

