

# User Agreement and Privacy Policy and Notice of Privacy Practices

***Last Updated: February 2023***

## User Agreement

Welcome to the Investure, LLC (“Investure”, “we”, “us”, or “our”) website (the “website”). By accessing this website, you agree to comply with this binding User Agreement between you and Investure, which governs your access and use of the website. If you do not accept these terms and conditions, do not use this website. Your use of this website indicates your full acceptance of this User Agreement in its then-current form each time you use the website. Investure reserves the right to change the terms and conditions and this User Agreement at any time, without notice and in its sole discretion.

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Please read the entire User Agreement carefully before you use the website. If you do not agree to all the User Agreement, you may not use our website. By using the website, you are deemed to have accepted the terms of use of this User Agreement and agreed to and acknowledged all of the Disclosures set forth below.

In the event that you have, or a person you are employed by or otherwise represent has, (i) an investment management agreement with Investure and/or (ii) one or more definitive written agreements with Investure or its affiliates in connection with an investment in a private investment vehicle sponsored by Investure or its affiliates (collectively, the “Other Agreements”), nothing contained in this User Agreement or in the Privacy Policy and Notice of Privacy Practices is intended to amend or modify any Other Agreement and, in the event of any conflict between any Other Agreement, on the one hand, and the User Agreement or the Privacy Policy and Notice of Privacy Practices, on the other hand, such Other Agreement will govern.

**No information on the public portion off this website is permitted to be relied on in any manner as advice (including, without limitation, as investment advice).**

## Your Use of the Site

Subject to the terms of this User Agreement, Investure hereby grants you a revocable, non-transferable, non-exclusive, personal and limited license to use and view the website. You may not use the website for any purpose that is unlawful or prohibited by the User Agreement, or to solicit the performance of any illegal activity or other activity, which infringes our rights or the rights of others. You agree that you will not attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website or to any Investure server, or to any of the services offered on or through the website, by hacking, password “mining” or any other illegitimate means. You agree that you will not (1) probe, scan or test the vulnerability of the website or any network connected to the website, nor breach the security or authentication measures on the website or any network connected to the website; or (2) decompose, decompile, reverse engineer, disassemble, deconstruct or otherwise violate the security of all or any portion of this website. At any time and for any reason we may revoke your right to use all or any portion of the website.

You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the website, or exploit the website or any service or information made available or offered by or through the

website, in any way where the purpose is to reveal any information, including but not limited to personally identifiable information, other than your own information, as provided for by the website.

#### No General Solicitation or General Advertising of Security Interests

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## Intellectual Property

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## Disclaimers

You expressly understand and agree that:

(a) Your use of the site is at your sole risk. The site is provided on an “as is” and “as available” basis. To the fullest extent permissible pursuant to applicable law, we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

(b) We do not warrant or represent that (i) the site will meet your requirements, (ii) the site will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the site will be accurate or reliable, (iv) the quality of any services, or information, or other material obtained by

you through the site will meet your expectations, (v) the server that makes the site available is free of viruses or other harmful components; or (vi) any errors in the software will be corrected.

(c) Any material downloaded or otherwise obtained through the use of the site is done at your own discretion and risk and that you will be solely responsible for any loss or damage incurred, including, without limitation, damage to your computer system or loss of data that results from the download of any such material. You (and not us or any of our affiliated entities or any of our or their respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction to restore your system.

(d) No advice or information, whether oral or written, obtained by you from us or through or from the site shall create any warranty not expressly stated in this User Agreement.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

#### Limitation of Liability

YOUR USE OF OUR WEBSITE IS ENTIRELY AT YOUR OWN RISK. TO THE FULL EXTENT PERMISSIBLE BY LAW, WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OR INJURY YOU MAY INCUR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE OR THE PRODUCTS, OR YOUR RELIANCE ON OR USE OF THE SITE, THE INFORMATION, OR SERVICES PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

If you are dissatisfied with any portion of the service, or with any of portion of this User Agreement, your sole and exclusive remedy is to discontinue using this site.

Please ensure that your own computer security is comprehensive and up to date. We accept no responsibility for viruses, malware or other malicious or damaging software contained in the website, any material furnished thereon or otherwise.

#### Class Action Waiver

You agree that if any dispute should arise between you and Investure in connection with the website, you will bring your claim on an individual basis and waive your right to pursue any claim in a class action.

#### Indemnification

You agree to defend, indemnify, and hold us, our affiliates, and our and our affiliates' officers, directors, affiliates, members, employees, volunteers, agents, licensors, managers, investee funds and accounts, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of and access to the website or your violation of this User Agreement or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

#### Applicable Law

This User Agreement will be governed by and construed in accordance with the laws of the State of Virginia, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these Terms and Conditions of Use will be filed only in the state or federal courts located in Charlottesville, Virginia, and you hereby consent and submit to the personal jurisdiction and venue of such courts for the purposes of litigating any such action. YOU AGREE THAT ANY CAUSE

OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED

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#### California Privacy Rights

If you are a California resident, you can request a notice disclosing the categories of personal information about you that we have shared with third parties for their direct marketing purposes during the preceding calendar year. As noted above, Investure does not disclose personal information about you to third parties for their direct marketing purposes.

#### Modification of User Agreement

Investure may modify this User Agreement in its sole discretion at any time. Notice of all changes to this User Agreement will be posted on this site. If you do not agree with the changes in the User Agreement, your sole remedy is to discontinue the use of the website. By using this website after we post any changes to the User Agreement, you thereby agree to accept those changes.

#### Termination

We may terminate your access, or suspend any user’s access to all or part of this website, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, a service provider, or us.

#### PRIVACY POLICY AND NOTICE OF PRIVACY PRACTICES

##### ***Last Updated: January 2023***

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By using this website, you consent to the use of information that you provide us in accordance with this Privacy Policy. We do update this Privacy Policy from time to time so please review this Privacy Policy regularly. If we materially alter our Privacy Policy, we will notify you of such changes by posting a notice on our website. Your continued use of the website will be deemed your agreement that your information may be used in accordance with the new policy. If you do not agree with the changes, then you should stop

using the website and you should notify us that you do not want your information used in accordance with the changes.

## **WEBSITE PRIVACY NOTICE**

Please read this Privacy Policy carefully to fully understand how we collect, share and protect information about you. This Privacy Policy is incorporated into and is a part of the User Agreement (which is set forth above).

By accessing and using the website, you agree that you have read and understand this Privacy Policy and that you accept and consent to the privacy practices and uses or disclosures of information about you that are described herein.

In order to deliver personalized and relevant information to you through our website, we collect certain information from users. Please do not provide any sensitive or confidential information. If you should do so inadvertently, we will use and disclose that information in the same manner as any other information you provide to us.

## **INFORMATION WE COLLECT**

In operating our website, we may collect and process the following data about you:

Details of your visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data, including your IP address, the date and time you accessed or left the website and which pages you viewed. Some parts of our website use cookies and other technologies to collect this information about your general internet usage. See section below ‘How We Use Cookies and Other Data Collection Technology’ to learn more.

Information provided to us when you communicate with us for any reason.

## **HOW WE USE COOKIES AND OTHER DATA COLLECTION TECHNOLOGY**

The website uses cookies, may use pixel tags and may use similar technology.

A “cookie” is a piece of text that is stored on your computer’s hard drive. We store cookies on users’ computers to help us and our affiliates to improve our website, but also permit us to track how often you and other users visit the website, specific pages visited, and other user actions. They ensure that the content from our website is presented in the most effective manner for you and your computer. All computers have the ability to decline cookies. This can be done by activating the setting on your browser which enables you to decline the cookies. Please note that should you choose to decline cookies, you may be unable to access particular parts of our website.

A pixel tag is a computer code that contains a unique identifier that enables us to monitor user activity and traffic on the website. We may also use pixel tags to gather aggregate information on visits to the website and assist with other features.

We also use Google Analytics, which is a Google service that collects aggregate information about use of the Website and reports website trends. Google Analytics does not directly identify individual clients or other users. You can learn about Google’s practices on the Google Analytics website.

***Our Policy On Do Not Track Signals:*** Some web browsers (including Safari, Internet Explorer, Firefox and Chrome) incorporate a “Do Not Track” (“DNT”) or similar feature that signals to websites that a client or other user does not want to have his or her online activity and behavior tracked. If a website that responds to a particular DNT signal receives the DNT signal, the browser can block that website from collecting certain personal information about the browser’s user. Not all browsers offer a DNT option and DNT signals are not yet uniform. For this reason, Investure, like many other website operators, does not respond to DNT signals.

## **USE OF YOUR INFORMATION**

The information that we collect and store relating to you is primarily used in an effort to enable us to provide our services to you in the best possible manner. In addition, we may use the information for the following purposes:

To monitor and conduct an analysis of our website traffic and usage patterns;

To comply with applicable legal or regulatory requirements;

To improve the website and develop new features;

To prevent, detect and fight fraud or other illegal or unauthorized activities;

To exercise our legal rights;

To analyze trends.

We retain your information as we determine is necessary in connection with our legitimate business purposes.

## **SECURITY**

In an effort to ensure that your information is secure, we have put in place what we believe are commercially suitable physical, electronic, and managerial procedures to safeguard and secure the information we collect on our website.

Nonetheless, the transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically on our website, and transmission of such data is therefore entirely at your own risk. We also expect that you will use appropriate security measures to protect your own personal information. We may suspend your use of the website if we suspect or detect and breach of security.

## **DISCLOSING YOUR INFORMATION**

Under certain limited circumstances, we may disclose your information to third parties:

For legitimate business purposes, for example to our accountants, auditors and lawyers.

To service providers, for example to those service providers that help us operate, improve, secure, analyze or monitor the website or activity on the website.

Where we sell any or all of our business and/or our assets to a third party.

To protect and enforce our legal rights.

At your request or with your consent.

Where we are required, or believe it prudent, in connection with any law, regulation, regulatory process, regulatory or governmental request or legal process, to disclose your information.

When we are contractually obligated to disclose it.

## **USERS ONLY OF LEGAL AGE OF MAJORITY**

Our website is designed and intended for those who have reached the age of majority (18 years of age). By using our website, you affirm that you are at least 18 years of age or older. We are not liable for any damages that may result from a user's misrepresentation of age.

No one under age 13 is authorized to submit any information, including personally identifying information, on our website. Under no circumstances may anyone under age 13 use our website. Parents or legal guardians of children under 13 cannot agree to these terms on their behalf.

## CONTACTING US

We welcome any queries, comments or complaints you may have regarding this Privacy Policy and Notice of Privacy Practices. Please do not hesitate to contact us at: [clientrelations@investure.com](mailto:clientrelations@investure.com).

In the event that you provide Investure with any non-public personal information through the password protected portion of our website, our Investor Privacy Notice (that has previously been distributed to you and is also available upon request to [clientrelations@investure.com](mailto:clientrelations@investure.com)) shall apply.

## Disclosures

*Last Updated: February 2023*

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Guiding principles generally are aspirational in nature.

Investure makes no representations about the accuracy of any information or its appropriateness for a given situation.

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