

Terms of Service

Effective Date: July 17, 2025

1. Terms of Service

These Terms of Service ("Terms") govern your access to and use of the Second Chance platform (the "Platform"), which is owned and operated by East Emblem Ltd ("East Emblem", "we", "us", or "our"). East Emblem Ltd is a private company registered in Masdar City Free Zone, Abu Dhabi, United Arab Emirates, under license number MC 13353, with its registered office located at Smart Station, First Floor, Incubator Building, Masdar City, Abu Dhabi, UAE.

By accessing or using the Platform, you agree to be bound by these Terms, along with our [Privacy Policy] and any other applicable policies or guidelines that may be published from time to time. If you do not agree to these Terms, you may not access or use the Platform.

These Terms form a legally binding agreement between you and East Emblem Ltd. You represent and warrant that you are legally eligible to enter into these Terms and, where acting on behalf of an entity, that you are duly authorized to bind such entity.

2. Eligibility and Account Responsibilities

2.1 Eligibility

Use of the Platform is limited to individuals and legal entities who can form legally binding contracts under the laws of their respective jurisdictions. By registering an account or otherwise using the Platform, you represent and warrant that:

- You are at least 18 years of age;
- You are not barred from using the Platform under any applicable laws or regulations, including sanctions or export control restrictions;
- You are using the Platform for legitimate business or professional purposes, and not as a consumer under UAE or other applicable laws.

We may, at our sole discretion, refuse to offer the Platform to any person or entity and may change our eligibility criteria at any time without notice.

2.2 User Registration

To access certain features of the Platform, you may be required to create an account. When creating or updating your account, you agree to provide accurate, current, and complete information, and to keep such information up to date at all times.

You are responsible for maintaining the confidentiality of your account credentials, including your username and password, and for all activities that occur under your account. You agree not to share your login credentials with any unauthorized parties.

You must notify us immediately at info@eastemblem.com of any unauthorized use or suspected breach of your account. East Emblem is not responsible for any losses, damages, or unauthorized activity arising from your failure to safeguard your login credentials.

2.3 Platform Access for Entities

If you are accessing or using the Platform on behalf of a company, organization, investment firm, or other legal entity, you:

- Represent and warrant that you are authorized to bind such entity to these Terms;
- Agree that both you and the entity will be jointly and severally bound by these Terms.

2.4 Restrictions on Use

You agree that you will not:

- Impersonate any person or entity;
- Use the Platform for any fraudulent, unlawful, or misleading purpose;
- Circumvent or attempt to circumvent any security or access controls on the Platform;
- Permit any third party to use your account or credentials without authorization.

We reserve the right to suspend or terminate your access to the Platform at any time if we reasonably believe that you have violated these Terms or engaged in conduct that may harm East Emblem, other users, or the integrity of the Platform.

3. Platform Services and Purpose

3.1 Overview of the Platform

Second Chance is a digital platform operated by East Emblem Ltd that facilitates connections between early-stage startup founders and potential investors, partners, and advisors. It is designed to help founders who may have previously struggled to access funding gain a second opportunity to be discovered, validated, and supported by members of the venture ecosystem.

The Platform may provide, among other features:

- Founder onboarding and application tools;
- Scoring and validation frameworks (e.g., "ProofScore" or similar diagnostics);
- Curated introductions between founders and investors;
- Event-based visibility opportunities (e.g., demo days or pitch reviews);
- Secure data room or information-sharing features;
- Partnership opportunities for institutional stakeholders.

East Emblem does not charge founders to submit applications or profiles. Participation as an investor, reviewer, or partner may be subject to additional agreements or sponsorship terms, which will be separately disclosed.

3.2 Role of East Emblem

East Emblem Ltd acts as a facilitator of introductions and curator of opportunity—not as a broker, fund manager, or investment advisor. We do not:

- Guarantee funding or outcomes for founders;
- Endorse or vouch for the financial viability of any user, startup, or investor;
- Conduct regulated financial services under the laws of the UAE or any other jurisdiction.

While we apply a structured evaluation process and seek to maintain a high-quality ecosystem, the decision to engage, invest, or enter into further dialogue lies solely with the participating users. Users are encouraged to conduct their own due diligence before entering into any commercial or financial relationship.

East Emblem may choose, at its discretion, to prioritize or promote certain users or opportunities based on internal criteria, partnerships, or editorial relevance. Such prioritization does not constitute a recommendation or assurance of merit.

3.3 Platform Access and Availability

We will use reasonable efforts to make the Platform available on a continuous basis, but access may be interrupted due to maintenance, upgrades, system failures, or events beyond our control. We do

not guarantee uptime or availability and disclaim all liability for any disruption, delay, or loss of access unless caused by gross negligence or willful misconduct on our part.

We may, from time to time, modify or discontinue parts of the Platform, introduce new features, or impose limits on usage. Where such changes materially affect your use of the Platform, we will endeavor to provide reasonable notice.

4. User Conduct and Platform Use Restrictions

4.1 User Responsibilities

By using the Second Chance platform, you agree to engage in a professional, respectful, and lawful manner consistent with the purpose of the Platform and the rights of others. You are solely responsible for:

- Ensuring that any information, content, or documents you upload or share through the Platform are accurate, lawful, and not misleading;
- Using the Platform in good faith, with the intention of participating meaningfully in the founder-investor ecosystem;
- Respecting the confidentiality of information received through private introductions or pitch reviews, unless explicitly made public by the disclosing party;
- Complying with all applicable laws, regulations, and contractual obligations when using the Platform.

You must not misuse the Platform to harass, defame, mislead, infringe on the rights of others, or circumvent fair usage.

4.2 Prohibited Activities

You agree that you will not, directly or indirectly:

- Post or transmit any false, fraudulent, misleading, or deceptive information;
- Access or use the Platform for any purpose that is unlawful, unethical, or harmful to others;
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying systems of the Platform;
- Scrape, extract, harvest, or otherwise collect user information or platform data without express written consent from East Emblem;
- Use the Platform to advertise or solicit products, services, or opportunities that are unrelated to its stated purpose;
- Impersonate any person or entity, or misrepresent your affiliation with any individual, company, or organization;
- Circumvent security measures or platform access restrictions, including attempting to gain unauthorized access to private data, accounts, or systems;
- Upload viruses, malware, or other malicious code that may damage, interfere with, or exfiltrate data from the Platform or its users.

Any violation of these restrictions may result in immediate suspension or termination of your access and, where appropriate, legal action.

4.3 Platform Integrity and Cooperation

East Emblem reserves the right to investigate any suspected misuse, fraud, or abuse of the Platform and may cooperate with law enforcement, regulatory authorities, or affected third parties in doing so. We may suspend or terminate access to users who are found, in our sole discretion, to have

breached these Terms or acted in a manner that compromises the integrity, safety, or purpose of the Platform.

You agree to cooperate with any inquiries or investigations relating to your use of the Platform and to provide truthful, timely responses to our requests for information where relevant.

5. Intellectual Property and Content Rights

5.1 Ownership of the Platform

The Second Chance platform, including all associated software, user interfaces, designs, algorithms, analytics models (including but not limited to the "ProofScore"), databases, trademarks, logos, and all other elements comprising the platform (collectively, the "Platform Materials"), are and shall remain the exclusive property of East Emblem Ltd or its licensors.

You acknowledge and agree that, except as expressly stated in these Terms, nothing grants you a right, title, or interest in or to any Platform Materials. All rights not expressly granted are reserved.

You may not reproduce, distribute, modify, display, create derivative works of, or otherwise exploit the Platform or any part thereof except as permitted by these Terms or with East Emblem's express written consent.

5.2 Your Content

You retain full ownership of the content, data, and materials you upload or submit to the Platform (collectively, "User Content"), including but not limited to pitch decks, company profiles, financials, or biographical information. By uploading or submitting such materials, you grant East Emblem a non-exclusive, royalty-free, worldwide license to:

- Use, store, host, copy, display, and share the content for the purpose of delivering the services of the Platform;
- Make such content available to investors, partners, and other users as part of curated introductions or event programming;
- Use de-identified or aggregated elements of such content to improve scoring models, research outcomes, or platform intelligence features, provided that no personally identifiable or confidential information is disclosed without your express consent.

You represent and warrant that you have all necessary rights, licenses, and permissions to grant the above license and that your User Content does not infringe on the rights of any third party.

5.3 Confidentiality of Submissions

East Emblem applies reasonable efforts to safeguard sensitive User Content shared through private or curated workflows (e.g., cohort selection, investor review). However, we cannot guarantee the confidentiality of any materials voluntarily shared through public channels or third-party interactions facilitated via the Platform.

You are solely responsible for determining whether and when to share information with other users. If you have specific confidentiality requirements, we encourage you to seek separate agreements (e.g., NDAs) directly with the relevant counterparty before disclosing sensitive information.

5.4 Feedback and Platform Suggestions

If you provide feedback, ideas, or suggestions regarding the Platform or its services (collectively, "Feedback"), East Emblem may use such Feedback without restriction or obligation. You agree that

any such Feedback will be deemed non-confidential and non-proprietary and that we may incorporate it into the Platform without attribution or compensation.

a. Intellectual Property and Content Rights

6. Fees, Revenue Sharing, and Partner Terms

6.1 Use of the Platform

At present, East Emblem offers core platform services to founders and early-stage companies free of charge. This includes submitting a company profile, participating in ProofScore assessments, and being considered for introductions to investors or advisors.

However, certain features or services may be subject to:

- Fees, payable by investors, strategic partners, or enterprise users (e.g., for cohort sponsorship, enhanced visibility, or priority access);
- Revenue-sharing agreements, whereby East Emblem may receive a success fee, referral commission, or retrocession based on downstream commercial activity (e.g., if an investment is made or a contract is signed following a platform-introduced connection);
- Partnership or sponsorship contracts, which may include recurring fees, performance-based terms, or branding exposure rights.

All such arrangements will be governed by a separate written agreement between East Emblem and the relevant party.

6.2 Revenue Sharing with Referring Parties

If you have been referred to East Emblem or are participating in the Platform as part of a partner accelerator, advisor network, or investor syndicate, a portion of any commercial revenues generated through your participation may be shared with that referring party.

This may include:

- Sponsorship payments;
- Success-based referral fees;
- Commission on advisory, consulting, or investment facilitation agreements.

Such payments are handled transparently, subject to commercial contracts and applicable law. East Emblem does not share your personal information or commercial data with third parties unless required to do so for the administration of a revenue-sharing arrangement, and only where privacy obligations are respected.

6.3 Partner Participation and Platform Access

Institutional partners, including accelerators, VCs, DFIs, LPs, or other ecosystem stakeholders, may be invited to participate in Second Chance by:

- Sponsoring events, content, or scoring features;
- Accessing curated founder cohorts;
- Contributing resources, expertise, or referrals.

Any such participation is subject to a separate Partner Agreement, which may include:

- Term and scope of engagement;
- Fee structures and sponsorship value;
- Rights and responsibilities in relation to founder data and introductions.

Participation in the Platform does not grant any exclusive rights unless expressly stated in a written agreement. East Emblem reserves the right to enter into similar arrangements with other parties, including competitors of existing partners.

6.4 Taxes and Reporting

Unless otherwise specified, all fees quoted or charged are exclusive of any applicable taxes, including VAT or similar levies under UAE or foreign law. Users are responsible for reporting and paying any taxes arising from payments received through or in connection with the Platform, as required by their local laws.

East Emblem will provide receipts or commercial invoices upon request and will cooperate in providing reasonable documentation to support compliance with tax or financial reporting obligations.

7. Data Protection and Privacy

Your privacy is important to us. East Emblem Ltd handles all Personal Data in accordance with the applicable laws of the United Arab Emirates, including Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL), and any other relevant data protection legislation.

By using the Second Chance platform, you acknowledge and agree that:

- East Emblem may collect, use, process, and share your Personal Data as described in our [Privacy Policy];
- Personal Data is collected only for legitimate, proportionate purposes, such as enabling platform functionality, curating introductions, improving scoring frameworks, and complying with applicable legal obligations;
- You have certain rights over your Personal Data, including the rights to access, correct, delete, or object to its processing—subject to legal and contractual limitations;
- Your data may be stored or processed on secure servers inside or outside the UAE, including via trusted third-party service providers who support the operation of the Platform.

East Emblem maintains physical, technical, and organizational safeguards to protect your data from unauthorized access, disclosure, alteration, or destruction. However, no digital platform can guarantee absolute security, and you agree to use the Platform with reasonable caution, particularly when sharing sensitive or proprietary information.

If you wish to review our full data practices or exercise your rights as a data subject, please refer to our Privacy Policy or contact us at info@eastemblem.com.

8. Disclaimers and Limitation of Liability

8.1 No Warranties

The Second Chance platform is provided on an “as is” and “as available” basis without warranties of any kind, express or implied. To the maximum extent permitted by law, East Emblem Ltd disclaims all warranties, including but not limited to:

- Warranties of merchantability, fitness for a particular purpose, or non-infringement;
- Warranties that the Platform will be uninterrupted, timely, secure, or error-free;
- Warranties that the content or outcomes provided via the Platform—including scores, introductions, or opportunities—will meet your expectations or result in any commercial, investment, or professional success.

We do not endorse or take responsibility for any statements, representations, commitments, or offerings made by users of the Platform, including founders, investors, advisors, or partners. All decisions made based on information obtained through the Platform are made at your own risk.

8.2 Risk of Use

By using the Platform, you acknowledge and agree that:

- The Platform is intended to facilitate discovery and engagement between early-stage actors in the startup and investment ecosystem;
- Any commercial, financial, or strategic decisions you make based on information received through the Platform are your sole responsibility;
- East Emblem does not guarantee the accuracy, completeness, or reliability of information submitted by third-party users;
- Founders, GPs, LPs, and others using the Platform do so on a non-exclusive basis, and East Emblem does not serve as an agent or fiduciary to any party.

8.3 Limitation of Liability

To the fullest extent permitted by law, East Emblem Ltd, its affiliates, directors, employees, advisors, or contractors shall not be liable for any:

- Indirect, incidental, special, punitive, or consequential damages;
- Loss of profits, revenue, data, or goodwill;
- Business interruption, opportunity loss, or reputational damage;
- Errors, omissions, or delays in the performance or delivery of the Platform;
- Damages arising from third-party content or interactions on or off the Platform.

Our total aggregate liability to you for all claims arising out of or relating to the Platform or these Terms shall not exceed the greater of:
(a) the amount you paid us in the twelve (12) months preceding the claim; or
(b) one thousand dirhams (AED 1,000).

8.4 Exceptions

Nothing in these Terms excludes or limits liability where such exclusion would violate applicable law—such as liability for gross negligence, fraud, or willful misconduct under UAE law

9. Termination and Suspension of Access

9.1 Termination by You

You may terminate your account and discontinue use of the Second Chance platform at any time by notifying us at info@eastemblem.com. Upon termination, you must cease all access to and use of the Platform. We will deactivate your account and remove or anonymize your personal information in accordance with our Privacy Policy and applicable laws.

Please note that termination will not affect:

- Any obligations or rights that accrued before the date of termination;
- Our continued right to use anonymized or aggregated data you previously submitted;
- Any rights or licenses you have already granted under these Terms.

9.2 Termination or Suspension by East Emblem

We reserve the right, at our sole discretion and without liability, to suspend or terminate your access to the Platform (in whole or in part) if we determine that:

- You have breached these Terms or any applicable law or regulation;
- Your activity poses a risk to the safety, integrity, or reputation of the Platform or other users;
- You are engaging in behavior that is fraudulent, abusive, or disruptive;
- We are required to do so by law, regulation, or regulatory instruction.

In urgent situations (such as suspected fraud, unauthorized access, or data misuse), we may suspend access immediately and notify you afterward. For less urgent issues, we may attempt to resolve the matter informally before suspension.

We may also terminate your access to specific features or services if they are discontinued or materially modified, with reasonable notice where feasible.

9.3 Effects of Termination

Upon termination of access:

- All licenses granted to you under these Terms shall immediately cease;
- You must stop using and destroy any confidential or proprietary information obtained through the Platform, unless otherwise permitted;
- East Emblem may retain certain data as necessary to comply with legal obligations, enforce our rights, or operate in accordance with our Privacy Policy.

Termination of access shall not relieve either party of any obligation intended to survive termination, including (but not limited to) confidentiality, indemnification, limitations of liability, or rights to payment.

10. Governing Law and Dispute Resolution

10.1 Governing Law

These Terms, and any dispute, controversy, or claim arising out of or in connection with your use of the Platform, shall be governed by and construed in accordance with the laws of the United Arab Emirates, excluding its conflict of law principles.

Unless otherwise agreed in writing, the courts of the onshore Abu Dhabi Judicial Department (ADJD) shall have exclusive jurisdiction to hear and determine any such disputes.

10.2 Informal Dispute Resolution

Before initiating formal legal proceedings, both you and East Emblem Ltd agree to make reasonable efforts to resolve any disagreement amicably and in good faith. This includes:

- Engaging in direct dialogue to clarify concerns;
- Allowing up to 30 calendar days for informal resolution following written notice of a dispute.

If we are unable to resolve the dispute within this timeframe, either party may proceed to initiate legal action as provided under applicable UAE law.

10.3 Language

All notices, legal proceedings, and documentation related to disputes shall be conducted in English. Where Arabic translations are required for court filing or compliance, the English version shall prevail for interpretation purposes unless otherwise mandated by law.

11. General Provisions

11.1 Entire Agreement

These Terms, together with our Privacy Policy and any supplemental agreements you enter into with East Emblem Ltd (e.g., partner, referral, or sponsorship agreements), constitute the entire agreement between you and East Emblem with respect to your access to and use of the Second Chance platform. They supersede any prior understandings or agreements, whether oral or written, relating to the subject matter herein.

11.2 No Waiver

Our failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of East Emblem Ltd.

11.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a lawful one that most closely reflects the original intent.

11.4 Assignment

You may not assign or transfer these Terms, or any rights or obligations under them, without our prior written consent. We may assign our rights or obligations under these Terms to any affiliate, successor, or acquirer without notice or consent, provided your rights are not adversely affected.

11.5 Force Majeure

East Emblem shall not be liable for any delay or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, cyberattacks, pandemic-related restrictions, natural disasters, labor disputes, or governmental orders.

11.6 Contact Information

If you have any questions or concerns about these Terms, you may contact us at: info@eastemblem.com

