

Terms & Conditions

Yona Capital Management

yonacap.com

Effective: [Effective Date]

1. Acceptance of These Terms

These Terms & Conditions ("Terms") govern your access to and use of the website located at yonacap.com (the "Site") and all related services, content, communications, and materials provided by Yona Capital Management ("Yona Capital," "we," "us," or "our"), including but not limited to: (a) our investor relations and communications programs; (b) our SMS text-messaging and WhatsApp Business programs; (c) our Fundlaunch360 investor portal and fund offering pages; (d) our Nextiva business communications platform; and (e) any related events, webinars, and downloadable content (collectively, the "Services").

By accessing or using the Services, by submitting information to us, by signing a subscription or investor document, or by otherwise engaging with us, you agree to be bound by these Terms and by our

If you do not agree to these Terms, you must not access or use the Services.

2. Eligibility

The Services are intended solely for use by adults who are legally permitted to engage in investment and business activities in their jurisdiction. By using the Services, you represent and warrant that:

- You are at least 18 years of age.
- You have the legal capacity and authority to enter into these Terms.
- You are not barred from using the Services under any applicable law.
- If you are accessing the Services on behalf of an entity (for example, as an employee, officer, or authorized representative of an investor or counterparty), you represent that you have the authority to bind that entity to these Terms.

Certain Services — including fund offerings, capital commitments, and KYC/AML verification — are further restricted to verified accredited investors, qualified

purchasers, or other categories of investor as defined under applicable U.S. federal and state securities laws. Those restrictions are described in the offering documents themselves and are not modified by these Terms.

3. No Investment Advice

The information provided through the Services is for informational and communication purposes only. Nothing on the Site or in our communications constitutes an offer to sell, or a solicitation of an offer to buy, any security, investment product, or service. Nothing constitutes investment, legal, tax, accounting, or other professional advice.

All investment opportunities are offered solely through the official offering documents (Private Placement Memorandum, Subscription Agreement, and related materials) made available on the Fundlaunch360 investor portal or through a duly authorized placement agent. You should consult with your own legal, tax, and financial advisors before making any investment decision. Past performance is not indicative of future results.

4. Account Registration and Investor Verification

To access certain Services — including investor portal pages, fund offering materials, capital call notices, distribution notices, and KYC/AML portals — you may be required to register for an account and complete identity and accreditation verification.

You agree to:

- Provide accurate, current, and complete information during registration and verification.
- Maintain and promptly update such information to keep it accurate, current, and complete.
- Maintain the security of your account credentials (username, password, MFA codes, portal access) and not share them with any third party.
- Accept responsibility for all activities that occur under your account, whether or not you authorized them.

We reserve the right to suspend, disable, or terminate any account at any time, with or without notice, if we reasonably believe that you have violated these Terms or that the security of your account or our systems has been compromised.

5. Communications and Messaging Programs

By providing your mobile number or email address and affirmatively opting in, you consent to receive communications from Yona Capital via the channels you have selected, including SMS, WhatsApp, email, and phone. The specific terms, frequency, and opt-out instructions for each channel are set out in our SMS Disclosures, which are presented to and agreed to by you at the point of consent.

In summary, and without limiting the SMS Disclosures:

- Yona Capital Management sends SMS and WhatsApp messages only to recipients who have provided affirmative, opt-in consent.
- Message and data rates may apply.
- You may reply STOP at any time to opt out of all future messages from us on that channel, or reply HELP for support.
- We do not transmit sensitive personal information (such as full SSN, full bank account, or wire details) in the body of any SMS or WhatsApp message; sensitive payloads are sent via secure portal links only.
- WhatsApp messages are additionally governed by WhatsApp's Terms of Service and Privacy Policy.

6. Acceptable Use

You agree not to, and not to permit any third party to:

- Access or attempt to access non-public areas of the Services, our systems, or our networks without authorization.
- Probe, scan, or test the vulnerability of the Services, or breach any security or authentication measures.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas of any software underlying the Services.
- Upload, post, transmit, or otherwise make available through the Services any content that is unlawful, infringing, defamatory, obscene, harassing, hateful, or otherwise objectionable.
- Use the Services to impersonate any person or entity, or to falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt the integrity or performance of the Services or the data contained therein.

- Use the Services in any manner that violates applicable law, including U.S. and international securities, anti-money-laundering, sanctions, anti-bribery, and data-protection laws.

7. Intellectual Property

All content, design, graphics, logos, trademarks, service marks, and software included in or made available through the Services are the property of Yona Capital Management or its licensors and are protected by U.S. and international intellectual property laws.

You may view, download, and print content from the Services for your personal, non-commercial use in connection with evaluating or engaging Yona Capital's services, provided that you keep intact all copyright and other proprietary notices. No other use of the Services or their content is permitted without our prior written consent.

8. Confidentiality

You may receive non-public, confidential, or proprietary information through the Services — including offering materials, capital call amounts, distribution figures, KYC documentation, and investor lists. You agree to maintain the confidentiality of such information and to use it solely for the purpose for which it was provided, in accordance with applicable securities laws and any confidentiality or non-disclosure agreement you have signed with us.

9. Third-Party Services

The Services may integrate with or contain links to third-party services that we do not control, including but not limited to Fundlaunch360, WhatsApp (Meta), Nextiva, custodians, fund administrators, auditors, and outside counsel. Your use of any third-party service is at your own risk and subject to that third party's terms and privacy policy. We are not responsible for the acts or omissions of any third party.

10. Disclaimers

Disclaimers

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

INFRINGEMENT, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, YONA CAPITAL MANAGEMENT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YONA CAPITAL DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK.

11. Limitation of Liability

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TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL YONA CAPITAL MANAGEMENT, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ADVISORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON OR THROUGH THE SERVICES; (C) ANY CONTENT OBTAINED FROM THE SERVICES; OR (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL YONA CAPITAL'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF (I) THE AMOUNT YOU HAVE PAID TO YONA CAPITAL IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (II) ONE HUNDRED U.S. DOLLARS (US\$100).

12. Indemnification

You agree to defend, indemnify, and hold harmless Yona Capital Management, its affiliates, and their respective officers, directors, employees, agents, and advisors from and against any and all claims, damages, obligations, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from: (a) your access to or use of the Services; (b) your violation of these Terms; (c) your violation of any third-party right, including any intellectual property, privacy, or proprietary right; or (d) any claim that your use of the Services has caused damage to a third party.

13. Dispute Resolution and Governing Law

13.1 Governing law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice-of-law or conflict-of-law provisions.

13.2 Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction pending the outcome of arbitration.

13.3 Class-action waiver

ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. NEITHER YOU NOR YONA CAPITAL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

13.4 Venue

To the extent any dispute is not required to be resolved through arbitration, the state and federal courts located in Miami-Dade County, Florida shall have exclusive jurisdiction, and each party hereby submits to the personal jurisdiction of such courts.

14. Modifications to the Services and to These Terms

We reserve the right to modify, suspend, or discontinue the Services (in whole or in part) at any time, with or without notice. We also reserve the right to revise these Terms from time to time. The "Effective" date at the top of these Terms indicates when they were last revised. Material changes will be communicated to you (for example, by email or by a notice on the Site) and, where required by law, we will provide you with a meaningful opportunity to opt out or, if necessary, re-consent. Your continued use of the Services following the effective date of any revised Terms constitutes your acceptance of the revisions.

15. Termination

We may terminate or suspend your access to the Services at any time, with or without cause, with or without notice, including (without limitation) if we believe that you have breached these Terms. Upon termination, your right to use the Services will immediately cease. Provisions of these Terms that by their nature should survive termination — including but not limited to ownership, disclaimers, indemnification, limitations of liability, and dispute resolution — shall survive any termination.

16. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

17. Entire Agreement

These Terms, together with our Privacy Policy and our SMS Disclosures (and any executed subscription, investor, or confidentiality agreements), constitute the entire agreement between you and Yona Capital Management regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

18. No Waiver

Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Yona Capital Management.

19. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. We may assign or transfer these Terms, in whole or in part, at any time without your consent, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

20. Contact Us

If you have any questions about these Terms, please contact us at:

Company	Yona Capital Management
Mailing address	529 W 41st St Ste 472, Miami Beach, FL 33140
Privacy Policy URL	https://www.yonacap.com/privacy-policy
Terms & Conditions URL	https://www.yonacap.com/terms