

## Terms of use - ELTIF Term Sheet Generator and Calculator

Last updated on 18 April 2025.

These Terms of use (the “**Terms**”) govern the use of Elvinger Hoss Prussen’s ELTIF Term Sheet Generator and Calculator, documents generated therewith and the use of the latter (the “**Tool**”).

The natural person filling in the online form and clicking on the “generate” (or similar) button at the end of the process formally indicates their agreement to be bound by the Terms either on its own behalf and/or on behalf of the legal person it represents when doing so. We assume that the User has the right to bind that legal person, as applicable.

The Tool is intended for use by professionals in relation to their business activities, as opposed to consumers.

The Tool is provided by:  
Elvinger Hoss Prussen, société anonyme  
2, place Winston Churchill, L-1340 Luxembourg, Grand Duchy of Luxembourg  
Registered with the Luxembourg Bar  
RCS Luxembourg B 209469  
VAT LU28861577  
 (“**Elvinger Hoss Prussen**”)

### 1. Operation of the Tool

Subject to compliance with the Terms, the Tool allows any natural person acting on its own behalf or on behalf of any legal entity (“**Users**”) to self-generate draft European long-term investment funds (“**ELTIF**”) term sheets. The automatic generation process is based on answers to specific questions collected through an online form. The answers are processed without human intervention to combining, completing and calculating a set of pre-defined clauses and amounts.

Elvinger Hoss Prussen does not assist Users in responding to questions of the online form. Users are solely responsible for filling in the online form. Any instructions or tooltips in the online form are for operations of the Tool only and do not purport to provide any Users-specific guidance.

### 2. Use of documents generated with the Tool and exclusion of liability

Documents that Users generate based on information they provide is only for their personal use and for illustration purposes. These documents are not meant to be complete, accurate or cover specific situations or used or relied upon for any other purpose and should not be transmitted to any person or otherwise used, reproduced, quoted, referred to or shared, in whole or in part, either alone or as part of a compilation of documents, for free or against payment without the prior specific written authorisation of Elvinger Hoss Prussen. The information contained therein is not intended to provide legal advice and should not be treated as a substitute for specific legal advice concerning any situation. Elvinger Hoss Prussen do not accept any responsibility or liability in relation to the contents of these documents, even if they have been disclosed without our consent. Funds are fictional and are not approved by any regulatory authority in any jurisdiction. According to Article 4(1) of amended EU Regulation 2015/760 of 29 April 2015 on European long-term investment funds (the “**ELTIF Regulation**”), the designation ‘ELTIF’ or ‘European long-term investment fund’ in relation to a collective investment undertaking, or the units or shares it issues, may only be used where the collective investment undertaking has been authorized in accordance with the ELTIF Regulation.

Elvinger Hoss Prussen hereby exclude all liability, to the maximum possible extent provided under applicable law. Elvinger Hoss Prussen will not be liable for delays, failure and damages such as loss of a chance, loss of business or other opportunity, loss of profit, income or revenue, loss of savings, altered, corrupted and/or lost data nor for any loss of reputation. Nothing in this Clause shall be construed as limiting Elvinger Hoss Prussen’s liability arising from gross negligence (*faute lourde*) or wilful misconduct (*dol*). Except under the foregoing circumstances, Users will have no right to claim damages against Elvinger Hoss Prussen. In any event of liability, if applicable, the maximum aggregated compensation due by Elvinger Hoss Prussen for any damage may not exceed EUR 1,000.

### 3. No confidentiality

As the use of the tool is not provided under an attorney-client relationship (even if the User is otherwise a client of our firm), the Tool, any document generated and the content provided by Users when answering questions of the online form are not subject to any legal privilege of duty of confidentiality.

### 4. Technical costs and availability of the Tool

The Tool is provided “as is”, free of charge. Users will bear all the costs for the hardware, software and communications required to access and use the Tool. Users must use current and up to date software to access the tool (browser in particular). We do not guarantee that the tool will be available for all operating systems or browsers.

We do not make any representations as to the Tool’s fitness for any particular purpose. We do not guarantee that the Tool will be uninterrupted or error-free. Access to the Tool may be interrupted for maintenance or update purposes and we can unilaterally decide to stop providing access to or discontinue the provision of the Tool at any time without any justification.

### 5. Intellectual property and acceptable use

The Tool and the documents generated therewith (including any source code, trade dress, layout and form layout as well as any pre-defined clause) are protected by author’s rights. Elvinger Hoss Prussen holds and reserves all intellectual property rights on the Tool and the documents generated therewith.

Except for the limited, revocable, non-exclusive, non-sublicensable and non-transferable conditional license of use provided in the Terms, which is subject to Users compliance with the Terms, Users must not, without Elvinger Hoss Prussen’s prior written permission, use or reproduce the tool for any purposes other than manually generating a reasonable number of documents. Users must not reproduce Elvinger Hoss Prussen’s intellectual property, including, without limitation, logos, trademarks, website, code or other materials, without Elvinger Hoss Prussen’s prior written consent.

When triggering term sheet generation, Users will be uploading their answers to the questions of the online form to our servers and those of our service providers for processing and storage (including the documents generated).

By providing content to the Tool, including by filling in the online form to provide answers, Users confirm that they:

- are legally allowed to provide that content and that by doing so they are not infringing any statutory provisions and/or third-party rights;
- grant, and have the legal power to grant, Elvinger Hoss Prussen a non-exclusive, fully paid-up and royalty-free license to use, copy, display and process such content for the generation of documents by operation of the Tool.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to the Tool.

Users are solely responsible for responding to any third-party claims or action regarding their use of the Tool (including, but not limited to, intellectual property rights infringement). Accordingly, Users will indemnify and hold Elvinger Hoss Prussen harmless from any costs and damages incurred by or awarded against Elvinger Hoss Prussen in connection with any such claim or action.

Users will not, and will not attempt to:

- use the Tool in an excessive or abusive manner, for example by trying to copy its functioning;
- commercialise or otherwise make available, exploit, transfer or sublicense all or part of the Tool to anyone;
- remove or alter any access rights management system and similar protection intended to prevent access to all or part of the Tool
- reverse engineer or decompile the Tool, except to the maximum extent permitted under the laws governing this agreement;
- search, investigate or test the vulnerability of the Tool;
- upload or otherwise send any malware into or via the Tool;
- disturb the good functioning of the Tool, for example by sending a high number of requests that would result in a denial of service;

## **6. Personal data protection**

The Tool itself is not intended to process personal data. However, if Users provide personal data when answering to questions of the online form, Elvinger Hoss Prussen will process that personal data on behalf of the relevant Users in accordance with the [Annex – Processing of personal information by Elvinger Hoss as processor](#), incorporated by reference into the Terms.

Personal data provided by the User to be granted access to the Tool will be processed in accordance with our [Privacy Policy](#).

## **7. Miscellaneous**

- 7.1 Entire Agreement.** The Terms, together with all documents referred to herein, constitutes the entire terms and conditions governing the provision and use of the Tool. Any and all different terms, including the general terms and conditions of Users, are hereby expressly waived.
- 7.2 Amendment.** Elvinger Hoss Prussen reserves the right to amend the Terms unilaterally without notice. Use of the Tool will always be governed by the then applicable version of the Tool.
- 7.3 Severability.** If any provision of the Terms is declared or found to be void, illegal or unenforceable in any respect under any applicable law or jurisdiction, then such provision will be amended to the extent necessary to make it legal and enforceable while preserving the original intent or will be given no effect. The validity, legality or enforceability of any other provision will not be impaired as long as the legal substance of the Term contemplated herein is not affected in any manner adverse to Elvinger Hoss Prussen.

## **8. Governing law and jurisdiction**

The Terms are governed by the laws of the Grand Duchy of Luxembourg. Any dispute or controversy arising from or in connection with the Terms and their application shall be finally settled by the courts of the City of Luxembourg having exclusive jurisdiction and Users waive any objection to the jurisdiction or venue of such courts.