Terms of Use

Your access to the website of Zoma Capital LLC, Zoma Foundation Inc., Fundación Viento Sur and their respective affiliated companies (collectively, “ZOMALAB,” “we,” “us” or “our”) is subject to the following Terms of Use (including our Privacy Policy), which we may update from time to time without notice to you. By accessing and using a ZOMALAB website, you agree that you have read, understand and agree to our Terms of Use then in effect. You can determine when our Terms of Use was last revised by checking the date at the bottom of these Terms of Use. If you do not agree with our Terms of Use, your sole remedy is to discontinue use of our website. There is no cost to use our non-fee based services. Our website may not be available at all times or in all areas. We reserve the right at any time in our sole discretion, without notice or liability to you, to deny service to you, to modify or discontinue our website or the services we offer or to charge fees for the use of our website. ANY PARTICIPATION IN THIS WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS OF USE, PLEASE DO NOT USE THIS WEBSITE.

1. Our Proprietary Rights.

The information and materials provided on and through our website, including any data, text, graphics, images, audio and video clips, logos, icons, software and links (collectively, “materials”), are and shall remain the property of us and our authorized licensors and suppliers and are protected by copyright, trademark, patent and other proprietary rights and laws. You may use one copy of the materials for your personal use (and not for any public or commercial use) if you retain all copyright and other proprietary notices on the materials and do not use any graphics without the accompanying text. Except as expressly permitted in these Terms of Use, you may not reproduce, distribute, display or perform (publicly or otherwise), prepare derivative works of, modify, make, sell, offer to sell, import or otherwise exploit any materials without our prior written consent, and if we require, the prior written consent of our licensors and suppliers.

The trade names and service marks and any trademarks or other intellectual property rights on our website are the property of ZOMA Capital LLC, ZOMA Foundation Inc., ZOMA Holdings LLC, Fundación Viento Sur or others. ZOMA, ZOMALAB, ZOMA Capital, ZOMA Foundation, ZOMA Holdings, Fundación Viento Sur are (or are anticipated to be) registered trademarks of our respective companies in the United States and Chile. All other trademarks, trade names, service marks and other intellectual property rights on our website are the property of ZOMALAB or others. No use of any ZOMALAB trademark, trade name, service mark or other intellectual property right may be made without our prior written consent, except to identify our products or services. Except as permitted above, no license or right, express or implied, is granted to any person under any of our or our licensors’ patents, trademarks, copyrights or other proprietary rights. Misuse of any of our or our licensors’ intellectual property rights is prohibited. We will aggressively enforce our intellectual property rights, including via civil and criminal proceedings.

2. Code of Conduct.

While using our website and materials, you agree to comply with all applicable laws, rules and regulations. In addition, we expect users of our website to respect the rights and dignity of others. You agree not to:

- Restrict or inhibit any other visitor from using our website, including, without limitation, by means of “hacking” or defacing any portion of our website;
- Transmit or otherwise make available in connection with our website:
  - any content or information that is fraudulent, threatening, intimidating, abusive, libelous, defamatory, obscene, indecent, pornographic or otherwise objectionable or would give rise to criminal or civil liability;
  - any material, non-public information about companies without the prior, express written authorization from such companies to do so;
  - any content or information that encourages conduct that constitutes a criminal offense or that encourages or provides instructional information about illegal or potentially illegal activities;
• any content or information that is or may be protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express consent of the owner of such right; or
• any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except with our prior written consent);
• Engage in spamming or flooding;
• Transmit any software or other materials that contain any viruses, worms, trojan horses, web bugs, cancelbot, "spyware," defects, date bombs, time bombs or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment or any other actually or potentially harmful, disruptive or invasive code or component;
• Interfere with or disrupt the operation of our website or the servers or networks that host our website or make our website available or disobey any requirements, procedures, policies or regulations of such servers or networks;
• Impersonate any person or entity, including but not limited to any of our agents or representatives, falsely state or otherwise misrepresent your affiliation with any person or entity or express or imply that we endorse any statement you make, without our prior written consent;
• “Frame” or “mirror” any part of our website without our prior written consent;
• Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way determine, archive, reproduce or circumvent the navigational structure or presentation of our website or its contents;
• Create a database by systematically downloading and storing all or any of the materials from our website; or
• Interfere with or violate any other website visitor's or user's right to privacy or other rights or harvest or collect information about website visitors or users without their express consent.

3. Our Information.

Although we strive to provide materials that are both useful and accurate, laws, regulations, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although we endeavor to use reasonable care in assembling the materials, the materials may not be up-to-date, accurate or complete. We note that even the most recent version available from us may not be up-to-date, accurate or complete. Portions of the materials may have been contributed to our website by various industry specialists and service providers. The inclusion of such information does not indicate any approval or endorsement of such specialists or providers, and we expressly disclaim any liability with respect to the foregoing.

4. Your Information.

In order to register with us or apply for services (e.g., grants) from us, you may be required to provide us with certain information, including your name and contact information. You may also post information and materials on our online application forms or otherwise provide personal and other information to us. By providing us with information or materials, unless you otherwise specify in writing to us at such time, you grant to us a perpetual, irrevocable, fully paid-up, transferable, sublicenseable (through multiple levels), non-exclusive, worldwide right and license to use, reproduce, distribute, display and perform (publicly or otherwise), prepare derivative works of and modify, make, sell, offer to sell, import and otherwise use and exploit all or any part of such information and materials in any form or media (now known or later developed) for any purpose, commercial or otherwise, without compensation or other obligation to you except as otherwise required by our Privacy Policy. You acknowledge that we own all right, title and interest in any compilation, collective work or derivative work created using or incorporating your information and materials. You represent that your information will be accurate, current and complete when posted or provided to us. You also represent that you have the power and authority or capacity to grant us the above license, that your information and materials are not subject to any claims or encumbrances, and that your information and materials and our exercise of the above license do not and will not violate any law, rule or regulation or infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third party.
5. Links.

Our website may contain links to other Internet websites which may or may not be owned or operated by us. We have not reviewed all of the websites that are linked to our website, and we have no control over such sites. We are not responsible for the content of such websites, any updates or changes to such sites or the privacy or other practices of such sites. The fact that we offer links to other websites does not indicate any approval or endorsement of any material contained on any linked site. We are providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or materials you download (whether from our website or other sites) are free of such items as viruses, worms, trojan horses, web bugs, cancelbot, “spyware,” defects, date bombs, time bombs and other items of a destructive nature.


Your correspondence or business dealings with, or participation in promotions sponsored by, any third-party providers of goods or services found on or through our website, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party provider. You agree that we are not responsible or liable for any loss or damage of any sort incurred in connection with any such dealings or as the result of the presence of such third parties’ materials on our website.


We make no representation that materials available on or through our website are appropriate or available for use in locations outside of the United States. If you choose to access our website from locations outside of the United States, you do so on your own initiative and at your own risk, and are responsible for compliance with applicable laws. We reserve the right to limit the availability of our website and the provision of any service, program or other product described on our website to any person, geographic area or jurisdiction, at any time and in our sole discretion.

8. Termination.

We may terminate your use of our website or any part of it and your account with us at any time and for any reason without any notice to you. Neither we nor any of our affiliates will be liable to you or any third party for any termination of your access to any part of our website or your account.


EXCEPT AS OTHERWISE SET FORTH ON OUR WEBSITE OR MATERIALS, OUR WEBSITE, THE MATERIALS ON OUR WEBSITE AND ANY PRODUCT OR SERVICE OBTAINED THROUGH OUR WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR AFFILIATES, LICENSORS, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NEITHER WE NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, OR AGENTS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO OUR WEBSITE OR MATERIALS CONTAINED ON OUR WEBSITE.
ANY LINKED SITE OR ANY MATERIALS, PRODUCTS OR SERVICES OBTAINED THROUGH OUR WEBSITE, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. WE AND OUR AFFILIATES, LICENSORS, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF OUR WEBSITE OR MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED OR THAT OUR WEBSITE, THE SERVER(S) ON WHICH OUR WEBSITE IS HOSTED OR OUR MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE OUR WEBSITE, AND ALL CHARGES RELATED THERETO. NO OPINION, ADVICE OR STATEMENT OF US OR OUR AFFILIATES, LICENSORS, SUPPLIERS, AGENTS OR VISITORS, WHETHER MADE ON OUR WEBSITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR WEBSITE, MATERIALS OR ANY LINKED SITE IS TO STOP USING OUR WEBSITE, MATERIALS OR LINKED SITE, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO US FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS OUR WEBSITE OR USE OUR MATERIALS. YOUR USE OF OUR WEBSITE AND ANY MATERIALS PROVIDED THROUGH OUR WEBSITE IS ENTIRELY AT YOUR OWN RISK. A possibility exists that our website or materials could include inaccuracies or errors, or information or materials that violate these Terms of Use (specifically, the Code of Conduct above). Additionally, a possibility exists that unauthorized alterations could be made by third parties to our website or materials. Although we attempt to ensure the integrity of our website, we make no guarantees as to its completeness or correctness. If a situation arises in which our website’s completeness or correctness is in question, please contact us via our contact information set forth below and, if possible, please include a description of the material to be checked and the location (URL) where such material can be found on our website.

10. Indemnification.

You agree to indemnify, defend (if we so request) and hold us, our affiliates, licensors and suppliers and our and their directors, officers, employees, consultants, agents and other representatives (collectively, “indemnified parties”), harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees and other legal costs) and other expenses (collectively, “losses”) that arise directly or indirectly out of or from (a) your breach of these Terms of Use, including any violation of the Code of Conduct, above; (b) any allegation that any information or materials you submit to us or transmit to our website infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property, privacy or other rights of any third party; and (c) your activities in connection with our website. You also agree to reimburse each indemnified party on demand for any losses incurred by such indemnified party to which this indemnity relates.


Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd. Suite N112, Sacramento, California 95834, or by telephone at (916)445-1254 or (800)952-5210.

12. Miscellaneous.

These Terms of Use are governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in Delaware and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and supersedes
any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms of Use are not assignable, transferable or sublicensable by you except with our prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.


This website is provided by ZOMALAB. If you have any questions, comments or complaints regarding these Terms of Use or our website, please contact us at legal@zomalab.com.

Last Update: July 2018