

## **Grove Lane Partners, LLC (“Grove Lane Partners”) User Agreement**

**PLEASE READ THIS USER AGREEMENT (THE “AGREEMENT”) CAREFULLY. By accessing any reports, documents, data, tools, products, services or other information or content (collectively, “Site Content”) through [www.grovelanepartners.com](http://www.grovelanepartners.com) (the “Site”), you accept and agree to be bound by all of the terms and conditions of this Agreement. This Agreement governs your access to Site Content through the Site, and is intended to be in addition to, and not in place of, any written agreement that may currently be in effect between you and Grove Lane Partners or any of its affiliates. If, at any time, you do not wish to accept this Agreement, you must discontinue use of the Site.**

**Grove Lane Partners may use the Site to provide you access to Site Content, including information relating to Grove Lane Partners (collectively, “Grove Lane Partners Information”).**

**All Site Content is intended to be viewed in its entirety, including any footnotes, legal disclaimers, restrictions or disclosures, as well as any copyright or proprietary notices. Any footnotes, legal disclaimers, restrictions or disclosures apply to any partial document or partial material in the same manner as they do the whole and will be deemed incorporated in any partial document or partial material you access or download through the Site. Nothing in this Agreement shall in any way limit the footnotes, legal disclaimers, restrictions or disclosures that accompany Grove Lane Partners Information.**

### **Confidentiality, Data Protection, and Privacy Policy**

**Grove Lane Partners Information is confidential and proprietary to Grove Lane Partners and its licensors. You may not copy, transmit or distribute such information or other Site Content, or any data or other information contained therein, in whole or in part, or authorize such actions by others, without Grove Lane Partners’ express prior written consent or as permitted by the confidentiality provision directly accompanying such Site Content.**

**You acknowledge and agree that Grove Lane Partners may collect, maintain and share certain information about you when you register to use the Site, and that Grove Lane Partners may monitor, collect, maintain and share certain information concerning your use of the Site. The resultant information may be used by Grove Lane Partners for internal business purposes or in accordance with applicable law, rule or regulation.**

**Grove Lane Partners may collect some information that can be used to personally identify (“Personal Information”) you when you use the Site and otherwise interact with our services. Personal Information will be used in accordance with our Privacy Policy, which can be reviewed [here](#).**

### **License**

**The Site is owned by Grove Lane Partners. Grove Lane Partners hereby grants you a non-**

exclusive and non-transferable right to access the Site and Site Content only for your own private, non-commercial informational purposes, and to print pages of content accessible through the Site only in connection with that use. For the avoidance of doubt, you may not use the Site or any Site Content for any illegal purpose or in any manner inconsistent with this Agreement. Should you choose to download content from the Site, you must do so in accordance with this Agreement. Site Content is licensed only for your internal use and accordingly may not be assigned (by operation of law or otherwise) or transferred without the prior written consent of Grove Lane Partners and does not transfer any other rights to you or your organization. You agree to notify Grove Lane Partners in writing promptly upon becoming aware of any unauthorized access or use of Site Content by any party.

You may not modify, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer or sell any text, graphics, logos and other source-identifying symbols, designs, icons, images, or other information, software or code accessible through the Site. You are prohibited from removing any copyright, trademark or other proprietary footnotes, legal disclaimers, restrictions, disclosures, notices, or legends contained on (or printed from) any Site Content accessible through the Site or on pages that you print containing Site Content. In addition, you are prohibited from decomposing, decompiling, reverse engineering, disassembling or otherwise deconstructing all or any portion of Site Content accessible through the Site. You may not use automated systems (e.g., robots, spiders, etc.) to access the Site.

### **No Offer of Securities**

**Site Content is for informational purposes only, is general in nature and does not take into account any investor's particular circumstances or needs. Therefore, Site Content should not be considered advice with respect to the purchase, sale, holding or management of securities or other assets. Site Content is neither an offer to sell, nor a solicitation of an offer to buy, an interest in any investment vehicle.**

An offer to sell, or a solicitation of an offer to buy, an interest in any investment vehicle, if made, must be preceded or accompanied by such investment vehicle's current prospectus, offering or risk disclosure document (which, among other things, discusses certain risks and other special considerations associated with an investment in such investment vehicle). In addition, you should not construe any of the information contained in Site Content as legal, tax, or investment advice, and you should seek advice based on your own particular circumstances from your counsel, independent tax advisor, or consultant.

### **User Consent to Agreement: Updates**

You represent that you have read and agree to be bound by the terms of this Agreement for the Site.

You may print a copy of this Agreement using the print button or feature in your browser. We suggest retaining a copy for your future reference.

You will: (i) comply with U.S. law regarding any information obtained from the Site in accordance with this Agreement, (ii) not use the Site for illegal purposes, and (iii) not interfere or disrupt networks connected to the Site.

### **Other Agreements**

This Agreement is in addition to (and does not replace or modify) any other agreement(s) you may have with Grove Lane Partners or its affiliates (the “Other Agreements”). The use of the Site is governed by this Agreement and the Other Agreements.

### **Third-Party Materials**

Site Content may include information provided by, or may be based on information provided by, parties who are not affiliated with Grove Lane Partners. While Grove Lane Partners will not provide Site Content to you if Grove Lane Partners believes or has reason to believe that such Site Content is materially inaccurate, neither Grove Lane Partners nor any of its affiliates has independently verified such information and makes no representation or warranty as to its accuracy or completeness.

Grove Lane Partners does not review or monitor any websites linked from or to the Site and is not responsible for any reports, documents, data, tools, products, services or other information or content contained on or accessible through such other websites or their operators, nor will we be liable in any respect whatsoever for any damages arising from your access to such websites.

Any links from or to other websites are provided merely for the convenience of the users of the Site, and the inclusion of these links does not imply an endorsement, representation or warranty by Grove Lane Partners with respect to any such linked websites or any reports, documents, data, tools, products, services or other information or content contained on or accessible through such websites or their operators.

GROVE LANE PARTNERS DISCLAIMS RESPONSIBILITY FOR THE PRIVACY POLICIES AND CUSTOMER INFORMATION PRACTICES OF THIRD-PARTY INTERNET WEBSITES OR ANY CONTENT OR OTHER MATERIALS MADE AVAILABLE THROUGH THOSE WEBSITES HYPERLINKED TO OR FROM THE SITE. If you access any websites hyperlinked to or from the Site, you do so at your own risk.

### **Infringement Notices**

As provided in the Digital Millennium Copyright Act of 1998, we have designated the following individual for notification of potential copyright infringement regarding the Site: Burke J. Montgomery, 900 N Michigan Avenue, Suite 1100, Chicago IL 60611, 312-506-6500, legal@gcmlp.com.

If you believe Site Content infringes a copyright, please provide the following information to the person identified above (17 U.S.C. § 512):

- a. A physical or electronic signature of the copyright owner or authorized agent;
- b. Identification of the copyrighted work(s) claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and

information reasonably sufficient to permit us to locate the material;

- d. Information regarding how we may contact you (e.g., mailing address, telephone number, e-mail address);
- e. A statement that the copyright owner or its authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **No Warranty**

GROVE LANE PARTNERS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE AND SITE CONTENT THAT THE LAW ALLOWS IT TO DISCLAIM.

THE SITE AND SITE CONTENT ARE PROVIDED ENTIRELY “***AS IS***” AND “***AS AVAILABLE***”, WITH ALL FAULTS.

GROVE LANE PARTNERS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE AND THE SITE CONTENT INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE/NON- INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

WITHOUT LIMITING ITS GENERAL DISCLAIMER, GCM GROVE LANE PARTNERS DOES NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY (INCLUDING FREEDOM FROM COMPUTER VIRUSES), SEQUENCING OR SPEED OF DELIVERY OF THE SITE OR ANY PART OF THE SITE CONTENT.

Although Grove Lane Partners attempts to ensure the integrity and accurateness of the Site and Site Content, it makes no guarantees whatsoever as to the correctness or accuracy of them. It is possible that the Site and Site Content could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site or Site Content by third parties. In the event that an inaccuracy arises, please inform Grove Lane Partners so that it can be corrected.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE SITE CONTENT, AND HYPERLINKED WEBSITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GROVE LANE PARTNERS OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF GROVE LANE PARTNERS’S OBLIGATIONS UNDER THIS AGREEMENT.

### **Limitation of Liability**

IN NO EVENT SHALL GROVE LANE PARTNERS, ITS AFFILIATES, LICENSORS, AND CONTENT PROVIDER OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PRINCIPALS,

AGENTS, AND EMPLOYEES BE LIABLE FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE OR THE SITE CONTENT OR WITH ANY DELAY OR TECHNICAL PROBLEMS IN USING THE SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, OR ANY INFORMATION AND MATERIALS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE OR THE SITE CONTENT; IN ANY CASE WHETHER BASED ON THEORIES ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SUCH LIMITATIONS APPLY EVEN IF GROVE LANE PARTNERS, ITS AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, PRINCIPALS, AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE CONTENT, AND/OR HYPERLINKED WEB SITES IS TO STOP USING THEM. SOME STATES LIMIT THE APPLICABILITY OF DISCLAIMERS OR LIMITATIONS OF LIABILITY, IN WHICH CASE SUCH LIMITATIONS SHALL APPLY ONLY TO THE EXTENT LEGALLY ENFORCEABLE IN THE APPLICABLE JURISDICTION. **THIS LIMITATION OF LIABILITY IS COMPREHENSIVE.**

#### **Changes to Service: Access to Site.**

Grove Lane Partners will not be required to notify you of any change in the Site's features or the Site Content. In addition, Grove Lane Partners has the right to suspend or prohibit your current or future use of the Site (or any portion thereof) at any time without notice to you and with or without cause. Grove Lane Partners may also temporarily suspend or revoke your rights to use the Site based on Grove Lane Partners 's belief or suspicion that your use of Site Content exceeds or violates this Agreement.

#### **Access and Security**

**If Grove Lane Partners has provided you a username and password to access portions of the Site, YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED USE OF YOUR USERNAME AND PASSWORD.** You agree to keep your username and password confidential, and to not provide it to any other person. It is crucial that you protect your username and password to prevent unauthorized access to your account(s). You are solely responsible for: (1) all activities occurring under your account, username or password that result from your misconduct, carelessness, inaction, negligence or failure to use or maintain appropriate security measures; (2) logging-off of the Site each time you finish using the Site; and (3) restricting access to your computer.

To the extent that you authorize an employee, counsel or other professional advisor to access Site Content through the Site on your behalf, Grove Lane Partners will issue to such employee, counsel or other professional advisor a unique username and password. You are responsible for notifying Grove Lane Partners (client.services@gcmlp.com) in the event that any such employee, counsel or other professional advisor is no longer authorized by you to access Site Content through the Site, including if your relationship with any such employee, counsel or other professional advisor has been terminated.

**Grove Lane Partners has no obligation to inquire as to the authority or the propriety of any use of or action taken under a particular username and password, and shall not be**

**responsible for any loss to you arising from any unauthorized use or action under your username and password, or from your failure to comply with the above.**

You will immediately notify us (client.services@gcmlp.com) if you become aware of any actual or suspected theft or unauthorized use of your password.

Grove Lane Partners recommends that you change your password periodically. Please remember that, for security reasons, Grove Lane Partners will not request your password from you.

### **Intellectual Property**

Site Content is protected by copyrights, trademarks, service marks, international treaties and/or other proprietary rights and laws of the U.S. and other countries and international treaties. Site Content is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Site.

### **Rights Reserved**

All present and future rights in and to (i) patents and patent applications, (ii) copyrights, (iii) trademarks, service marks, trade dress and trade names, together with the goodwill associated therewith, (iv) trade secrets, know how, inventions, methods, processes, technology and other confidential and proprietary information, and (v) any other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Site (collectively, the “Intellectual Property Rights”) shall, as between you and Grove Lane Partners , at all times be and remain the sole and exclusive property of Grove Lane Partners . All present and future rights in and title to Site Content (including the right to exploit Site Content and any portions of the Site over any present or future technology) are reserved to Grove Lane Partners for its exclusive use. Except as specifically permitted herein, you may not copy or make any use of Site Content or any portion thereof. Except as specifically permitted herein, you shall not use Grove Lane Partners 's Intellectual Property Rights or Site Content, or the names of any individual participant in, or contributor to, Site Content, or any variations or derivatives thereof, for any purpose without Grove Lane Partners 's prior written approval. You agree not to delete any copyright, trademark or similar notice from Site Content or other content you obtain from the Site.

### **Indemnification**

You agree to indemnify, defend and hold harmless Grove Lane Partners , its affiliates and licensors and content providers and their respective members, officers, directors, principals, agents and employees from and against any and all suits, claims, damages, losses, demands, liabilities, costs and expenses (including, without limitation, judgments, fines, sanctions, and amounts paid or to be paid in settlement and reasonable attorneys’, experts’ and other professional fees) arising out of or relating to (a) the use by you and your authorized employees, counsel or other professional advisors (“authorized users”) of the Site and Site Content; (b) the actual or alleged breach by you or your authorized users of this Agreement or any representation, warranty, or covenant made by you or your authorized users in this



Agreement; (c) the violation by you or your authorized users of any applicable law, statute, ordinance or regulation; or (d) claims asserted by third parties which, if proven, would place you or your authorized users in breach of the representations, warranties, covenants or other provisions in this Agreement.

## **General**

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to its choice of law rules. You agree to hereby irrevocably and expressly consent, in any and all actions or proceedings arising in any manner under or related in any manner to this Agreement, to (i) submit to the personal jurisdiction of any state or federal court sitting in the State of Illinois; (ii) serve or accept any complaint, summons, notices or other process relating to any such action or proceeding by delivery thereof by hand or by U.S. certified mail, without receipt requested; and (iii) waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, or *forum non conveniens*, or any similar basis.

In the event of the invalidity of any portion of this Agreement, you agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

You acknowledge and agree that all notices, requests and other communications relating to this Agreement, or the Site may be delivered to you by Grove Lane Partners through the mail at your last known address in the records of Grove Lane Partners, through e-mail to an address you have provided to Grove Lane Partners or via the Site. Grove Lane Partners shall not be responsible for any delay in the delivery, or non-receipt, of any such written or electronic mail notification due to your failure to provide current information to Grove Lane Partners, and any such electronic mail notification shall be effective when delivered at the electronic mail address that Grove Lane Partners has on file for you.

Grove Lane Partners may from time to time and without notice to you post an amended and restated form of this Agreement (the "Amended Agreement") containing changes, modifications or additions to, or removal of portions of, the terms of this Agreement. Modifications will be effective immediately upon posting unless Grove Lane Partners indicates otherwise. It is your responsibility to periodically review the most current version of the Agreement. You may use your browser to print copies of any updated Agreement. Your continued use of the Site and Site Content will indicate your acceptance of the Amended Agreement.

You may not assign or transfer all or any of your rights and obligations under this Agreement. This Agreement shall bind any of your successors and other legal representatives. This Agreement shall operate for the benefit of Grove Lane Partners and its successors and assigns.

Except as otherwise set forth above, this Agreement constitutes the entire agreement between you and Grove Lane Partners governing your use of the Site and supersedes all other oral and written communications with respect to the Site.