

Cap Six LLC Terms of Use

This Terms of Use (the “**Terms**”) is a binding agreement between you (“**End User**” or “**you**”) and Cap Six LLC (“**Cap Six**”). These Terms govern your use of Cap Six’s website <https://www.cap-six.com/> (the “**Site**”) and any content, functionality, and services offered on or through the Site (together with the Site, the “**Services**”).

BY USING THE SITE OR SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS AND THE CAP SIX PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE AND CEASE USE OF THE SERVICES.

1. **Modification to these Terms and the Services.** Cap Six may, at its sole discretion, change these Terms, including the Cap Six Privacy Policy, from time to time with or without notice to you. Updated versions will be effective upon posting on the Site. We recommend that you check the Terms and Privacy Policy periodically for changes. Your continued use of the Site or Services following the posting of any changes to the Terms means you accept those new terms.

Additionally, Cap Six reserves the right to modify, suspend, or discontinue the Services, whether temporarily or permanently at any time for any reason. You agree that Cap Six shall not be liable to you for any modification, suspension, or discontinuation of the Services. Some modifications may require updates to Site in order to continue to use the Services. Cap Six may also impose limits on certain features and services, restrict your access to parts or all of the Services, and suspend or terminate users without notice or liability.

2. **Informational Purposes.** The information on the Site is general in nature and does not take into account your personal objectives, financial situation or needs. None of the information contained in this Site constitutes a recommendation, solicitation or offer by Cap Six or its affiliates to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service. Cap Six recommends that, before making an investment decision, you seek professional advice from a suitably qualified adviser. While all reasonable care has been taken in producing this information, neither Cap Six nor its affiliates, representatives, members, officers, employees or agents assume any responsibility for the accuracy, adequacy or completeness of the information, nor does Cap Six undertake to keep the Site updated. Changes in circumstances outside of Cap Six’s control may affect the completeness or accuracy of any information found on the Site. The information provided on this Site and the Services are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where Cap Six is not authorized to provide such information or Services.

To the maximum extent permitted by law, Cap Six disclaims all liability for any errors or omissions contained in this information or any failure to update or correct this information. It is your responsibility to assess and verify the accuracy, completeness and reliability of the information on the Site, and to seek professional advice where necessary. Past performance is not a guarantee of future performance. Cap Six does not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of the Site or any linked website, nor does Cap Six accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, the Site.

3. **Unauthorized Uses.** You shall not:

- (a) use the Site or Services in any way to monitor or evaluate the availability, performance or

functionality of the Services for any competitive purpose, or perform or assist any other party to perform any benchmarking on the Services;

(b) use the Site or Services for any illegal purpose, or in violation of any local, state, national, or international law;

(c) copy, store, distribute, modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of any portion of the Site or Services;

(d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Site or Services or any part thereof;

(e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Site or Services;

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Site or Services;

(g) directly or indirectly take any action that (as determined by Cap Six in its sole discretion) may damage, disable, overburden, impair or impose an unreasonable or disproportionately large load on, Cap Six or its third-party providers' infrastructure, or interfere or attempt to interfere with the proper working of the Site or Services or any activities conducted on the Services, including any computer systems or networks connected to the Site or Services;

(h) run Mail list, Listserv, or any form of auto-responder or "spam" on the Services; or

(i) use manual or automated software, devices, or other processes to scrape any page of the Site or Services.

If for any reason, Cap Six determines that you have failed to follow these rules, we reserve the right to prohibit any and all current or future use of the Services by you. If we have reason to suspect, or learn that anyone is violating these Terms, we may investigate and/or take legal action as necessary including bringing a lawsuit for damages caused by the violation. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

4. **Reservation of Rights.** You acknowledge and agree that the Services, including the Site, is provided under license, and not sold, to you. You do not acquire any ownership interest under these Terms in the Site or Services, or to any Content made available to you thereunder, or any other rights thereto other than to use the Site and Services in accordance with and subject to all terms, conditions, and restrictions, under these Terms. Cap Six, and its licensors and service providers, reserve and shall retain their entire right, title, and interest in and to the Site and Services, and any Content made available to you thereunder, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.

5. **Content and Proprietary Rights.** Through the Site or Services, Cap Six may make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, "**Content**"). You have no rights in or to the Content other than as permitted herein to use or access the Services. Unless otherwise specified, this Site is for your personal and non-commercial use only and you may print, copy and download any information or portion of this Site for your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or

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6. **Collection and Use of Your Information.** You acknowledge that when you use the Site, Cap Six uses automatic means (including, for example, cookies and web beacons) to collect information about your device and about your use of the Site. You also may be required to provide certain information about yourself as a condition to use the Services or certain features or functionalities. All information we collect through or in connection with these Terms is subject to the Cap Six Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Cap Six Privacy Policy.

7. **Geographic Restrictions.** The Content and Services are based in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you are responsible for compliance with local laws.

8. **Updates.** Cap Six may from time to time in its sole discretion develop and provide updates to the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features for the Site (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Cap Six has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You agree that all Updates will be deemed part of the Site and be subject to all terms and conditions of these Terms.

9. **Third-Party Materials.** The Site or Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Cap Six is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Cap Six does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

10. **Term and Termination.** These Terms will remain in full force and effect while you use the Site or Services.

11. **Disclaimer of Warranties.** THE SITE AND SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CAP SIX, ON ITS OWN BEHALF AND ON BEHALF OF ITS RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CAP SIX PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES OR SITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

12. **Limitation of Liability.** Cap Six will not be responsible for any loss or damage that could result from interception by third parties of any information or data made available to you via this Site. Cap Six cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose.

IN NO EVENT SHALL CAP SIX, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN). SUCH LIMITATIONS WILL APPLY WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF CAP SIX OR OF ANY VENDOR PROVIDING SOFTWARE OR SERVICES, AND WHETHER OR NOT CAP SIX OR ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, CAP SIX'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. **Indemnification.** You agree to indemnify, defend, and hold harmless Cap Six and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of these Terms.

14. **Severability.** If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

15. **Arbitration; Governing Law.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas. The arbitration shall be governed by the laws of the State of Texas. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16. **Entire Agreement.** These Terms, our Privacy Policy, and any statements or rules on the Services on your date of access constitute the entire agreement between you and Cap Six with respect to the Site and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Site.

17. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any

power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between these Terms and any applicable purchase or other agreement, these Terms shall govern.

Last Update: December 21, 2023