

## **Terms of Use and Legal Information**

By accessing this site, you signify your agreement with and understanding of the following Terms of Use and Legal Information (the "Terms of Use") pertaining to both this site and any material in it. The site is for your personal and non-commercial use. Eagle Capital Management, LLC (together with its affiliates, "Eagle Capital," "we," "us," or "our") hereby grants you a non-exclusive, non-transferable and limited personal license to access and use the site, conditioned on your continued compliance with these Terms of Use. You are prohibited from using the site to advertise or perform any commercial solicitation. You also are prohibited from using any robot, spider, scraper or other automated means to access the site for any purpose without the prior written permission of Eagle Capital. This site is available only for lawful purposes, and you are prohibited from using the site in any way that is fraudulent or illegal or for any fraudulent or illegal purpose.

## **Ownership of Site and Trademarks**

Eagle Capital owns and maintains this site. No act of downloading or otherwise copying from this site will transfer title to any software or material at this site to you. Anything that you transmit to this site becomes the property of Eagle Capital, may be used by Eagle Capital for any lawful purpose, and is further subject to disclosure as deemed appropriate by Eagle Capital, including to any legal or regulatory authority to which Eagle Capital is subject. Eagle Capital reserves all rights with respect to copyright ownership of all material at this site, and will enforce such rights to the full extent of the law.

You may not publish, broadcast, retransmit, reproduce, repackage, frame, commercially exploit, create any derivative of or otherwise redistribute all or any portion of this site except as explicitly permitted herein. You may print copies of any accessible portion of this site only for your own personal use. You may discuss information you learn from this site with your financial, legal or tax advisors, and others with whom you share investment decisions. You may not remove any copyright, trademark, or other proprietary notice or legend contained on (or printed from) this site.

## **No Offer of Securities—Disclosure of Interests**

Under no circumstances should any material at this site be used or considered as an offer to sell or a solicitation of any offer to buy an interest in any investment fund managed by Eagle Capital. Any such offer or solicitation will be made by means of the Confidential Private Offering Memorandum or similar document relating to the particular fund. Access to information about the funds is limited to investors who either qualify as accredited investors within the meaning of the Securities Act of 1933, as amended, qualified purchasers within the meaning in the Investment Company Act of 1940 or those investors who generally are sophisticated in financial matters, such that they are capable of evaluating the merits and risks of prospective investments.

## **Not Advice**

No information contained within this site should be construed in any way as the provision of financial, investment, legal, tax or other professional advice or recommendations. The use of this site do not establish an advisor-advisee or similar fiduciary relationship.

## **No Reliance**

While Eagle Capital uses reasonable efforts to update the information on this site, it makes no representations or warranties as to the accuracy, reliability or completeness of any information at this site.

Dated content speaks only as of the date indicated. Any contents at this site are subject to change without notice.

### **Website Activity**

We have the right, but not the obligation, to monitor and record activity on this site and respond as we deem appropriate. We may monitor and record activity on this site for any reason or for no reason. We may investigate any complaint or reported violation of our policies. We may report any activity we suspect may violate any law or regulation to regulators, law enforcement officials, or other persons or entities we deem appropriate. We may issue warnings, suspend, or terminate use of this site, deny access to all or part of this site or take any other action we deem appropriate.

### **Passwords**

If we provide you with a password, you must keep your password and certain site content confidential. You are solely responsible for maintaining the confidentiality and security of your password. You accept full responsibility for any use of your password. You must notify us immediately of any actual or suspected loss, theft, or unauthorized use of your password. You may not disclose any site content that is contained within any password protected portion of this site to any third party, except to your financial, legal, or tax advisors, and others with whom you share investment decisions. We are not obligated to inquire as to the authority or propriety of any use of or action taken under your password. We will not be responsible for any loss to you that arises from such use or action or from your failure to comply with these provisions.

### **Material to be Consulted in its Entirety**

All materials in this site are meant to be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, disclosures or hedge clauses apply to any partial document or material in the same manner as they do to the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.

### **Linked Sites**

Eagle Capital has not reviewed any of the sites linked to this site, and is not responsible for the content of off-site pages or any other site linked or linking to the site. Your linking to any off-site pages or other sites is at your own risk. Hyperlinks to or from this site do not constitute third party endorsement of, sponsorship by, or affiliation with Eagle Capital.

### **No Warranty**

WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THIS SITE THAT THE LAW ALLOWS US TO DISCLAIM.

- THIS SITE IS PROVIDED “AS IS” AND “AS AVAILABLE.”
- WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

- WITHOUT LIMITING OUR GENERAL DISCLAIMER, WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING, OR SPEED OF DELIVERY OF THIS SITE OR ANY PART OF ITS CONTENT.
- OUR LIABILITY WITH RESPECT TO THIS SITE IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED ARISING OUT OF THE TERMS OF USE, THIS SITE, OR THE INABILITY TO USE THIS SITE.
- OUR LIABILITY IS LIMITED EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES YOU SUFFER OR IF ANY REMEDY YOU HAVE FAILS IN ITS ESSENTIAL PURPOSE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY AND ALL DAMAGES OR INJURY, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

Eagle Capital further assumes no responsibility for, and makes no warranties that functions contained at this site will be uninterrupted or error-free, that defects will be corrected, or that the site or the server that makes it available will be free of viruses or other harmful components. Eagle Capital shall not be liable for any damages, viruses, or services, repairs or corrections that must be performed on your computer or other property on account of your accessing or using this site. Please note that some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may not apply to you.

### **Limited Liability**

EAGLE CAPITAL'S LIABILITY WITH RESPECT TO THE SITE IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED ARISING OUT OF THIS USER AGREEMENT, THE SITE, OR THE INABILITY TO USE THE SITE.
- EAGLE CAPITAL'S LIABILITY IS LIMITED EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES YOU SUFFER OR IF ANY REMEDY YOU HAVE FAILS IN ITS ESSENTIAL PURPOSE.
- UNDER ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF EAGLE CAPITAL, ITS AGENTS, AND EMPLOYEES TO ANY USER OF THE SITE WITH RESPECT TO THE SITE IS \$100.
- THIS DISCLAIMER OF LIABILITY APPLIES TO ANY AND ALL DAMAGES OR INJURY, INCLUDING THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY ASSET, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

## **Indemnity**

You will be responsible for any liability to Eagle Capital that arises out of your breach of the Terms of Use or your use of this site. You agree to indemnify, defend, and hold harmless Eagle Capital and its affiliates, agents, employees, and third party sources from and against any and all suits, losses, claims, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) that arise from or relate to: your use of this site; your breach of the Terms of Use or any representation, warranty, or covenant made by you in the Terms of Use; your violation of any applicable law, statute, ordinance, regulation, or of any third party's rights; or claims asserted by third parties that, if proven, would place you in breach of representations, warranties, covenants, or other provisions contained in the Terms of Use.

## **Governing Law**

The Terms of Use will be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of law principles. The courts of the State of New York will have exclusive jurisdiction to adjudicate any dispute arising out of the Terms of Use, except with regard to injunctive relief. No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated a putative class action in court or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under the Terms of Use except to the extent stated herein.

## **Revised Terms of Use**

You will be bound by revised versions of the Terms of Use that we post on this site. Modifications will be effective immediately upon posting unless we indicate otherwise. Your use of this site indicates your full acceptance of the Terms of Use in its then-current form each time you use this site.

## **Other General Conditions**

You are bound by certain other general conditions. We may assign the Terms of Use in whole or in part at any time without your consent. You may not assign the Terms of Use or delegate any of your obligations under the Terms of Use. Any purported assignment of the Terms of Use in violation of the Terms of Use is void. If any provision of the Terms of Use is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of the Terms of Use shall remain in full force and effect. The Terms of Use constitute the entire understanding, and supersedes all other understandings, between you and us concerning the subject matter hereof.

## **Copyright Infringement Notification Procedures**

If you believe that any of this site's content violates yours or a third party's copyright, please notify us by providing the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on this site;

- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.