

As of: January 2025

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These Terms of Use apply to <http://stratcap.com> or any other online service where posted (the “Website”). For purposes of these Terms of Use, the term “Website” includes without limitation those parts of the Website that you can access based on your use of or account with the Website, if any, including without limitation the publicly available content, materials, and information, and any portion thereof, and any other functionality, services, content, information, or other materials that are provided or may be available to you on or through the Website (collectively, “Content”). Please read these Terms of Use carefully before you start to use the Website. By using the Website you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not use the Website. Furthermore, by clicking “I Accept”, “I Agree”, or words of similar import on the click-through page of an offering, you represent that you have been provided with the applicable prospectus and have had an opportunity to review these Terms of Use and any other applicable Terms of Use made available to you, as well as risk factors of said offering.

THESE TERMS OF USE INCLUDE AN AGREEMENT TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION THAT INCLUDES A CLASS ACTION WAIVER, AS WELL AS IMPORTANT DISCLAIMERS, WARRANTIES, AND LIMITATIONS OF LIABILITY.

StratCap, LLC, StratCap Investment Management, LLC, and StratCap Securities, LLC (collectively, “StratCap,” “we,” “us,” or “our”) makes the Website available to you for your information and as background for our products and services and our parent companies, subsidiaries, affiliates, and affiliated funds (collectively, the “Affiliated Entities”),

subject to the following Terms of Use, together with any other documents and Terms of Use they expressly incorporate by reference (collectively, these “Terms of Use”). These Terms of Use govern your access to and use of the Website, including any Content offered on or through the Website, whether you are a guest or a registered user of the Website.

We offer the Website as a convenience to: (1) users of the Website; (2) a variety of legally and financially separate entities that make up the Affiliated Entities which may be either parent companies or subsidiaries of the same entities, affiliates of each other, or share common ownership; and (3) legally and financially separate entities that (i) were or are sponsored or advised by one of the Affiliated Entities, or (ii) have some common ownership with one or more of the Affiliated Entities that from time to time may maintain business relations with any of the Affiliated Entities. Each of the Affiliated Entities and each other entity described above is a separate legal entity and no legal or financial relationship is to be implied between or among any entities on the Website within the Affiliated Entities or such other entities. By accessing or using the Website or any of the Content offered on or through the Website and other domains owned, registered, or held and used by or on behalf of Affiliated Entities, you agree on behalf of yourself, and any and all persons, companies, and other legal entities (“your principals”) that you represent, if any, and any and all employees and agents thereof (collectively, “you” and “your”) that you have read and agree to use the Website in accordance with these Terms of Use.

Your continued use of the Website means that you agree that these Terms of Use legally bind you in the same manner that a signed, written, non-electronic contract does. You should not use the Website in any manner or attempt to access the Website or any

individual Content provided therein if you are not willing to be bound and abide by these Terms of Use. Your continued use of the Website also means that you represent and warrant that you are able to enter into legally binding contracts and that you are authorized by your principals, if any, to: (1) use the Website; and (2) agree to these Terms of Use as a legally binding contract on behalf of you and your company (or legal entities, as applicable).

SECURITIES LAW AND OFFERING

The Website may contain forward-looking statements, within the meaning of Section 27A of the Securities Act of 1933 and 21E of the Securities Exchange Act of 1934, including discussion and analysis of the financial condition of the certain issuers of securities, anticipated capital expenditures required to complete certain projects, amounts of anticipated cash distributions to investors in the future and certain other matters. Readers of the Website should be aware that there are various factors that could cause actual results to differ materially from any such forward-looking statements, which include changes in general economic conditions, changes in real estate conditions, construction costs which may exceed estimates, construction delays, increases in interest rates, lease-up risks, inability to obtain new tenants to fill vacant of vacated space, and the potential need to fund tenant improvements or other capital expenditures out of operating cash flow in excess of any reserves therefore.

NOT AN OFFER TO SELL SECURITIES

The information and material offered on or through the Website does not constitute an offer to sell, nor a solicitation of an offer to buy, the securities described herein. Such an offering is made only by means of a prospectus. This information and material must be read in

conjunction with the prospectus in order to understand fully all the implications and risks of any offering of securities to which it relates

1. LICENSE TO THE CONTENT

Subject to your compliance with these Terms of Use, we grant you a limited, nonexclusive, nontransferable license during the Term to access the Website solely to display the Content for informational purposes only and to print and/or save copies of the Content with or on your personal computer, solely for your use in obtaining information regarding the Affiliated Entities. Any other use of the Content or the Website is expressly prohibited. We (and our licensors) reserve all other rights in the Content and the Website. You agree these Terms of Use do not grant you any rights in or licenses to the Website, except for the express, limited license set forth in this Section. You will not otherwise copy, transmit, distribute, sell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way use or exploit any of the Content or any other part of the Website or any derivative works thereof, in whole or in part, for commercial or non-commercial purposes without our express prior written permission. Without limiting the foregoing, you will not frame or display the Website (or any part of the Website) as part of any other website or any other work of authorship without our express prior written permission.

2. PRODUCTS AND SERVICES

The information regarding the Affiliated Entities provided on the Website may change at any time. In addition, eligibility or suitability requirements may apply for access to this information or any

transaction with or regarding the Affiliated Entities and they may not be available in all geographic areas.

3. WEBSITE ACCURACY

Although we have tried to provide accurate and timely information on the Website, you acknowledge and agree that the Website (including without limitation the Content) may not always be entirely accurate, complete, or current, and may also include technical inaccuracies or typographical errors. The Content and other information published on the Website is provided as a convenience and is provided for general informational purposes only. Accordingly, we do not warrant the accuracy, completeness, or usefulness of the Website. Any reliance you place on the Website (including without limitation the Content) is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its Content. You should verify all information before relying on it, and all decisions based on any Content or other information contained in or offered on or through the Website are your sole responsibility and we shall have no liability for such decisions. If you need specific details about any Content or other information contained in or offered on or through the Website, you should contact us as provided in the "Contact Us" section of the Website.

4. ACCESSING THE WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the

entire Website. You are responsible for: (1) making all arrangements necessary for you to have access to the Website; and (2) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to register or provide other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with the Website or otherwise is governed by the Privacy Policy (which, for StratCap Digital Infrastructure REIT, Inc., is included in the prospectus) and you consent to all actions we take with respect to your information consistent with the Privacy Policy.

We may make certain material available to you through a “log in” (or similar) section of the Website; any such material is intended for broker-dealer use only and shall not be provided to potential clients unless otherwise expressly identified as “for Client Use”.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our or the Website’s security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person or entity with access to the Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer, or when

using a public wi-fi network, so that others are not able to view or record your password or other personal information.

We have the right to terminate or suspend your account, and/or disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. You agree that the Affiliated Entities shall not be liable to you or any third party for termination of your access to or use of the Website (or any part thereof).

5. WEBSITE RESTRICTIONS

As a condition of your use of the Website, you represent and warrant that you shall not use the Website for any purpose that is unlawful, fraudulent, or deceptive, or that is prohibited by these Terms of Use. You will not submit any false, misleading, or inaccurate information to the Website. You will abide by all applicable local, state, national, and international laws and regulations, and you shall be solely responsible and liable for all of your acts or omissions that occur while you use the Website. You will not use the Website to:

- (a) defame, abuse, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity, and intellectual property) of others;
- (b) publish, distribute, submit, or otherwise disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, tortious, indecent, immoral, or otherwise objectionable material or information;
- (c) transmit or upload any material to the Website that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

- (d) interfere with or disrupt the Website networks or servers;
- (e) harvest or otherwise collect information from the Website, including without limitation information about others;
- (f) use the account, login identification, or password of another party or individual to access the Website;
- (g) otherwise attempt to gain unauthorized access to the Website, other accounts, or computer systems or networks connected to the Website, through password mining or any other means;
- (h) interfere with, or engage in any conduct that restricts or inhibits, another individual's or entity's use or enjoyment of the Website, or which conduct, as determined by us, may harm us or any of the Affiliated Entities, or users of the Website, or expose them to liability; or
- (i) impersonate or attempt to impersonate us, any of our employees, another user, or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing).

We have no obligation to monitor your use of the Website or retain the content of any of your sessions on the Website. By transmitting information through the Website, you accept the risk that such information as well as any information that we transmit to you, may be intercepted by third parties. In addition, messages that you send to us by e-mail may not be secure. If you choose to send any confidential information to us via e-mail, you accept the risk that this information may be intercepted by a third party. We reserve the right at all times to monitor, review, retain, and/or disclose any information

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6. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that information and files available for viewing or downloading (if applicable) from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL AVAILABLE ON OR THROUGH IT, OR ON OR THROUGH ANY LINKED SITE OR OTHER WEBSITE.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7. LINKS WITH OTHER WEBSITES

We may provide links to other websites, content, and/or resources provided by other users, third-party licensors and service providers, aggregators, reporting services, and other third parties ("Linked Sites"). If you decide to access any of the Linked Sites, you do so entirely at your own risk and subject to the terms of use for each respective Linked Site(s). You acknowledge and agree that we have no control over and are not responsible for the Linked Sites or any resources, products, services, functionality, information, content, or other materials provided on or through such Linked Sites. All statements and/or opinions expressed on or through the Linked Sites and in any such third party materials are solely the opinions and the responsibility of the person or entity providing those materials. Information and materials provided on or through the Linked Sites do not necessarily reflect our opinion. Moreover, our reference to or use

of tangible or intangible property, product, service, or process does not imply our ownership, recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You agree that neither we nor any of the Affiliated Entities shall be responsible or liable, directly or indirectly, for any damage or loss arising out of or relating to the Linked Sites, including without limitation content, property, goods, or services available on or through the Linked Sites. Links to the Website are not permitted without our express prior permission.

8. INDEMNIFICATION

You agree to defend, indemnify, and hold the Affiliated Entities, their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees, including without limitation, reasonable attorneys' fees, arising out of or relating to your use of the Website and/or of any information obtained from the Website, including without limitation arising out of or relating to your violation of these Terms of Use, any applicable laws, rules, and regulations, or your violation of any rights of a third party.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL WE OR ANY OF THE OTHER AFFILIATED ENTITIES, OR OUR OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

10. MODIFICATIONS TO THESE TERMS OF USE; CHANGES TO THE WEBSITE

We may revise, update, and otherwise change these Terms of Use from time to time in our sole discretion. We will provide notice of material updates to these Terms of Use by placing a banner notice on the Website for a reasonable period of time or otherwise provide notice in accordance with applicable law. Your continued use of the Website following the posting of the revised version of these Terms of Use means that you accept and agree to the changes. You are expected to check this page of the Website frequently so you are aware of any changes, as they are binding on you. By continuing to use the Website after any changes to the Terms of Use are posted, you acknowledge and accept those changes. We reserve the right to modify or temporarily discontinue your access to the Website or any portions or parts thereof, with or without notice to you. You agree that

we shall not be liable to you or any third-party for any modification to the Website or your access to the Website.

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

IN ADDITION, IF YOU HAVE AN ACCOUNT WITH US, YOUR CUSTOMER RELATIONSHIP IS GOVERNED BY OTHER AGREEMENTS.

11. INTERNET ACCESS

To use the Website, you must at no cost to us: (1) provide for your own access to the World Wide Web and pay any service fees associated with such access; and (2) provide all software, hardware, and equipment necessary for you to make such connection to the World Wide Web, including without limitation a computer, modem, and broadband Internet connection.

12. INFORMATION RELATING TO FUND SECURITIES

Certain information contained on the Website may relate to products distributed by us and/or other Affiliated Entities (the "Affiliate Funds") who have made or currently make public offerings of their securities. Securities of available Affiliate Funds may be offered by us as dealer manager, Member FINRA/SIPC. Unless otherwise expressly stated, the properties depicted on the Website are for illustrative purposes and are not owned, or intended to be acquired, by any of the Affiliate Funds. Except as otherwise disclosed in their respective prospectuses as amended, the Affiliate Funds have not yet identified any properties for acquisition. There can be no assurance the funds' investment objectives will be achieved. A copy of the current version

of each of the available Affiliate Funds' prospectuses is available on the Website. For those considering an investment in the Affiliate Funds, the Website must be read in conjunction with the applicable prospectus in order to fully understand all the implications and risks of the respective offering of the securities to which it relates. For additional prospectuses, please contact us using the applicable contact information posted on the "Contact Us" (or similar) page of the Website. An investment in the securities of the Affiliate Funds is subject to substantial risks. These risks include absence of a public market for these securities, lack of an operating history, absence of properties identified for acquisition, limited transferability and lack of liquidity, possibility of substantial delay before distributions are made, reliance on the fund's general partners or advisor, payment of significant fees to the general partners or advisor and their affiliates, potential conflicts of interest, and lack of diversification in property holdings until significant funds have been raised. An investment in the securities of the Affiliate Funds is not suitable for all investors. Refer to the applicable prospectus for a more detailed discussion of risks. The Website is neither an offer to sell nor the solicitation of an offer to buy any security, which can be made only by the prospectus, filed or registered with appropriate state and federal regulatory agencies, and sold by broker/dealers authorized to do so. No regulatory agency has passed on or endorsed the merits of the Affiliate Funds. Any representation to the contrary is unlawful. Consult the prospectus and subscription document for suitability standards in your state. NEITHER THE ATTORNEY GENERAL OF THE STATE OF NEW YORK NOR ANY OTHER STATE HAS PASSED ON OR ENDORSED THE MERITS OF ANY OFFERING OF THE AFFILIATE FUNDS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

13. TERMINATION

You agree that neither we nor the Affiliated Entities shall be liable to you or any third party for termination of these Terms of Use and/or any termination or suspension of your access to the Website. Should you object to any terms or conditions of these Terms of Use or any subsequent modifications to these Terms of Use or become dissatisfied with the Website or any part of the Website in any way, your sole and exclusive remedy is to immediately: (1) terminate your use of the Website; and (2) if you are a registered user of the Website, notify us in writing of your termination of your agreement to these Terms of Use. Upon any termination or suspension of your account by us, or otherwise upon notice or action by us, your license rights to the Website immediately cease.

14. ARBITRATION

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE, AND EQUITABLE CLAIMS) BETWEEN YOU AND US OR ANY OF THE OTHER AFFILIATED ENTITIES ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE (INCLUDING WITHOUT LIMITATION THE CONTENT), WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

Accordingly, you agree that any dispute arising in connection with these Terms of Use or the performance of any party under these Terms of Use or otherwise relating to these Terms of Use shall be

referred to binding arbitration via the Financial Industry Regulatory Authority, Inc. (“FINRA”) arbitration process then in effect, except as modified by these Terms of Use. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. The arbitration shall be binding, final, not appealable, enforceable, and in lieu of any right to sue or seek other arbitration in any court or tribunal. Notwithstanding the foregoing, either you or any of the Affiliated Entities shall be entitled to apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, permanent injunction, or other equitable relief, without breach of this arbitration provision.

This arbitration clause shall survive any termination of these Terms of Use. If this specific provision is found to be unenforceable, then (i) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (ii) exclusive jurisdiction and venue for any claims will be as set forth below.

15. EQUITABLE RELIEF

You acknowledge that any use or threatened use of the Website or Content in a manner inconsistent with these Terms of Use would cause immediate irreparable harm to us and/or the other Affiliated

Entities for which there is no adequate remedy at law. Accordingly, you acknowledge and agree that we and the other Affiliated Entities shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such breach or threatened breach by you. You agree that we and the other Affiliated Entities shall be entitled to such injunctive relief without posting a bond or other security; provided however that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in the amount of One Thousand U.S. Dollars (USD \$1,000) shall be sufficient. Nothing contained herein shall limit our right or the right of any of the other Affiliated Entities to any remedies at law, including without limitation the recovery of damages from you for breach of these Terms of Use, as applicable.

16. ASSIGNMENT

YOU WILL NOT ASSIGN, INCLUDING WITHOUT LIMITATION BY OPERATION OF LAW, CHANGE OF CONTROL, OR OTHERWISE, YOUR RIGHTS OR LICENSES TO THE WEBSITE PROVIDED UNDER THESE TERMS OF USE, EITHER IN WHOLE OR IN PART WITHOUT OUR PRIOR WRITTEN CONSENT. WE SHALL HAVE THE RIGHT TO ASSIGN THESE TERMS OF USE WITHOUT YOUR CONSENT AND WITHOUT NOTICE TO YOU. ANY ATTEMPT TO ASSIGN THESE TERMS OF USE CONTRARY TO THIS SECTION WILL BE VOID AND HAVE NO EFFECT.

17. COPYRIGHT, TRADE NAMES, AND INTELLECTUAL PROPERTY RIGHTS

THE WEBSITE, ITS ENTIRE FEATURES AND FUNCTIONALITY, AND ALL OF THE INFORMATION ON THE WEBSITE, INCLUDING TEXT, IMAGES, GRAPHICS, AND SOFTWARE, IS OUR PROPERTY, OR THE PROPERTY OF OUR LICENSORS OR OTHER PROVIDERS OF SUCH MATERIAL, EXCEPT AS OTHERWISE INDICATED, AND IS PROTECTED BY UNITED STATES AND INTERNATIONAL COPYRIGHT, TRADEMARK, PATENT, AND OTHER INTELLECTUAL PROPERTY

OR PROPRIETARY RIGHTS LAWS. IN ADDITION, THE COLLECTION, ARRANGEMENT, AND ASSEMBLY OF CONTENT ON THE WEBSITE IS OUR EXCLUSIVE PROPERTY AND IS LIKEWISE PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS. YOU MAY VIEW, DOWNLOAD, AND REPRINT INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE (I) SOLELY FOR INFORMATIONAL PURPOSES AND FOR NO OTHER PURPOSE, AND (II) PROVIDED THAT NEITHER THE MATERIALS, NOR ANY PROPRIETARY NOTICES THEREIN, ARE MODIFIED OR ALTERED IN ANY WAY.

The Website features trade names, logos, and other trademarks and service marks that are the property of, or are licensed to, us or other Affiliated Entities. The Website may also include trademarks or service marks of third parties. All of these trademarks are the property of their respective owners and you agree not to use or display them in any manner without the prior written permission of the applicable trademark owner. You also agree not to use, copy, modify, or display any of these marks in any manner likely to cause confusion or in any manner that disparages or discredits us or any of the other Affiliated Entities.

If you print, copy, modify, download, or otherwise use or provide any other person or entity with access to any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, other intellectual property or proprietary rights laws, and other laws.

18. NOTICE

Any notice required or allowed under these Terms of Use shall be deemed properly given and effective: (a) upon (i) actual delivery, if delivery is by hand; (ii) upon receipt by the transmitting party of confirmation or answer back, if delivery is by telex, telegram, or facsimile; (iii) five (5) days after delivery into the regular mail, postage prepaid by registered or certified mail, return receipt-requested to the respective party at the following address; or (b) if you have provided an email address, to you immediately upon transmittal of an email to such email address.

19. GEOGRAPHIC RESTRICTIONS

We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or entities in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. GENERAL

THESE TERMS OF USE AND THE RELATIONSHIP BETWEEN YOU AND US AND THE OTHER AFFILIATED ENTITIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS. Subject to Section 14 (Arbitration), you agree to submit to the non-exclusive jurisdiction of the courts located within the state of New York, provided that any lawsuits or other claims brought by you must be brought exclusively within the state of New York. You hereby consent and submit to the exclusive in personam jurisdiction of such courts, waive any objection based on forum non conveniens and waive any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. The failure of us to exercise or enforce any right or provision of these

Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We shall not be liable for delays or failure to make the Website (including without limitation the Content) available if due to any cause or conditions beyond our reasonable control, including, but not limited to, delays or failures due to acts of God, acts of civil or military authority, fire, flood, earthquake, strikes, wars, failure of the Internet backbone, or shortage of power. We agree to make the Website available hereunder as an independent contractor, and in no event shall our employees and/or agents or the employees and/or agents of any of the other Affiliated Entities be deemed your employees and/or agents, and neither shall you and/or your employees and agents be deemed our employees and/or agents or the employees and/or agents of any of the other Affiliated Entities. Each party acknowledges that it is not entering into these Terms of Use on the basis of any representation not expressly contained in these Terms of Use. These Terms of Use constitutes the entire agreement between you and us (and the other Affiliated Entities) concerning this subject matter, and supersedes and cancels any and all prior or contemporaneous agreements or contracts, whether written or oral.

21. YOUR COMMENTS AND CONCERNS

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to us using the contact information provided in the "Contact Us" (or similar) section of the Website.