



Terms and Conditions of Use

The information offered by Court Square Capital Management, L.P. (“Court Square Capital”) on this site is subject to certain terms and conditions (the “Terms and Conditions”). These Terms and Conditions apply to all users. By entering this site or by transmitting any information to the site, you acknowledge and agree to all of the Terms and Conditions. Please read them carefully. If you do not agree to the Terms and Conditions, please do not use this site. Any use of this site in a manner inconsistent with these Terms and Conditions is deemed unauthorized access and may subject the user to civil or criminal penalties. We reserve the right to revise this legal information at any time and for any reason, without notice or obligation, by updating this posting. Your continued use of this site following the posting of any changes to the Terms and Conditions will mean that you accept such amendments. We strongly recommend that you periodically visit this page of the site to review the Terms and Conditions.

Legal and Privacy Notices

Court Square Capital is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser under the Investment Advisers Act of 1940, as amended. All information contained herein is for informational purposes and should not be construed as investment advice. This site is intended solely to provide information regarding potential financing capabilities of Court Square Capital and its affiliates for prospective portfolio investments. The information provided on this page, including any information regarding Court Square Capital’s current and historical portfolio investments, is not intended to recommend any investment described herein and is not an offer or sale of any security or investment product or investment advice. Court Square Capital provides investment advisory services to the privately offered Court Square funds. Court Square Capital does not solicit or make its services available to the public or other advisory clients for purposes of investment in the Court Square funds.

Disclaimers

While Court Square Capital uses reasonable efforts to help ensure that all material on this site is correct, accuracy cannot be guaranteed and Court Square Capital makes no representations or warranties as to the accuracy, reliability or completeness of any information at this site. Any contents at this site are subject to change without notice. **THE SITE, AND ALL INFORMATION AND MATERIALS CONTAINED HEREIN, IS PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT TO THE FULL EXTENT PERMITTED BY LAW.** Court Square 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. Court Square 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.

Court Square Capital does not warrant the accuracy, adequacy or completeness of the information and material contained on the site and expressly disclaims liability for errors or omissions in the material and information.

Court Square Capital is not liable for any consequential, incidental, special, punitive or exemplary damages arising out of any use of or inability to use the site or any portion thereof, regardless of whether Court Square Capital has been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

There may be legal requirements in various countries and jurisdictions which may restrict the information that can be accessed. Persons who obtain information from this site should inform themselves about and observe any restrictions imposed in the jurisdiction in which the site is accessed.

Linking, Posting and Transmitting

Although Court Square Capital provides the information accessible on the site for your personal, non-commercial use, Court Square Capital retains all property rights, including, without limitation, property rights under U.S. and international copyright law, to all such information. Without the prior express written permission of Court Square Capital, you MAY NOT do any of the following: (A) hyperlink to the site, whether to its homepage or to an interior page; (B) include information from the site on another site, on a server computer, or in documents; (C) modify or re-use the information from the site; or (D) transmit any commands, codes or information to the site, with the exception of those commands necessary to view the site. Court Square Capital reserves all other rights.

Notwithstanding the fact that Court Square Capital, or other parties involved in creating, producing, or delivering the site, may monitor or review any transmissions to the site or to Court Square Capital personnel, Court Square Capital and such other parties assume no responsibility or liability that may arise from the content thereof, including, without limitation, claims for defamation, libel, slander, obscenity, pornography, profanity, or misrepresentation.

By entering the site you acknowledge and agree that any communication or material you transmit to the site or Court Square Capital, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any materials you transmit to Court Square Capital may be used by Court Square Capital, anywhere, anytime and for any reason whatsoever.

Although the site may be linked to other sites upon permission, Court Square Capital is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein. By entering the site you acknowledge and agree that Court Square Capital has not reviewed all the sites that may be linked to the site and is not responsible for the content of any off-site pages or any other site linked to the site. You further



acknowledge and agree that when you follow links to pages not maintained on the site, you do so at your own risk.

Privacy Policy

Court Square Capital does not collect any personally identifiable information such as IP address, domain name, webpage, or the length of time spent on the site. The information-gathering technology referred to as “cookies” will not be used in connection with the site. The only information that Court Square Capital collects is that which is voluntarily submitted by users. By using the site you hereby understand and consent to the transfer of any data submitted by you to Court Square Capital. Under no circumstances will Court Square Capital exchange such information with third parties.

Copyright and Trademark Notice

Court Square Capital is the copyright owner for everything on the site or has the permission to use the material on the site. No portion of the site, including, without limitation, the text or images may be used in any manner, or for any purpose, without the prior express written permission of Court Square Capital, except as provided herein. The compilation of all content on the site is the exclusive property of Court Square Capital and is protected by U.S. and international copyright laws. All software used on the site is the property of Court Square Capital or its software suppliers and is protected by U.S. and international copyright laws.

By entering the site you acknowledge and agree that each name, logo, trademark, or service mark contained on the site is owned or licensed by Court Square Capital and may not be used by you without the prior written approval of Court Square Capital. Court Square Capital will aggressively enforce its intellectual property rights to the full extent of the law. Information or images of places or people are either the property of Court Square Capital or used on the site by Court Square Capital with permission. Your use of any such materials is prohibited unless specifically permitted by Court Square Capital. Any unauthorized use of such materials may subject you to penalties or damages, including, without limitation, those related to violation of trademarks, copyrights, privacy and publicity rights.

Restricted Use of Site Materials

Court Square Capital grants you a limited license to access and make use of this site. For your personal use only, you may print copies of the information from the site and you may store information from the site on your own computer. You may not modify the site, or any portion thereof, for any reason. Any unauthorized use terminates the permission or limited license granted by Court Square Capital. Court Square Capital reserves all other rights.

Limitations on Liability

By entering the site you acknowledge and agree that your use is at your own risk and that none of the parties involved in creating, producing, or delivering the site is liable for any direct, incidental, consequential, indirect, or punitive damages, or any other losses, costs, or expenses of any kind (including legal fees, expert fees, or other disbursements) that may arise, directly or indirectly, through access to the site, use or browsing of the site, or through your downloading of any text or images, from the site.

Applicable Law and Jurisdiction

By visiting the site, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that may arise between you and Court Square Capital. You hereby consent to the jurisdiction of the federal and state courts in New York for the purpose of resolving any dispute in connection with your visit to the site. Court Square Capital may seek injunctive or other appropriate relief in any state or federal court in the State of New York, and you consent to exclusive jurisdiction and venue in such court.

Severability

If any of the Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, such condition shall be deemed severable and shall not affect the validity and enforceability of any of the remaining Terms and Conditions.