

## **Terms & conditions**

Please read these terms and conditions of use carefully before using this website. These Terms and Conditions of Use (“Terms”) are intended to constitute a binding agreement that applies to and conditions your access to use of the websites of Legacy Investing Data Centers (“Legacy Investing”, “we”, “us” and “our”) including legacyinvesting.com and any sites that are automatically redirected to them (collectively, the “Sites”), whether as a guest or a registered user.

By using the Sites, you acknowledge that you have read these Terms and you agree to be bound by them without limitation or qualification. If you do not agree to these Terms, you should please exit the Site, and not use the Site in the future. Please review our Privacy Policy, which also governs your visit to and use of the Sites, to understand our policies with respect to information that we may collect from you when you use the Sites. Our Privacy Policy constitutes part of these Terms and is hereby incorporated by reference. Legacy Investing reserves the right, at our discretion, to change these Terms and our Privacy Policy at any time without prior notice. The revised Terms or Privacy Policy will become effective at the time of posting, and any use of the Sites after the effective date constitutes your acceptance of the revised Terms or Privacy Policy. If you do not agree to the revised Terms, do not continue to use the Sites. We suggest that you review these Terms and the Privacy Policy periodically for changes.

Legacy Investing will not treat users of the Sites as its clients by virtue of their accessing the Sites. Nothing contained in these Terms is intended to modify any other written agreement you may have with Legacy Investing, if any, that may be in effect. In the event of any inconsistency between these Terms and any other written agreements with Legacy Investing, the terms of the other written agreements shall control. Additional terms and conditions of use may be applicable to password-restricted areas of the Sites. The Sites are offered an available to users who are 18 years of age or older. By using any of the Sites, you represent and warrant that you are 18 years of age or older, and if you are not, you must not access or use the Sites.

Subject to the terms and conditions of these Terms, the Privacy Policy and all other posted terms and conditions on the Sites, Legacy Investing hereby grants you a limited, revocable, non-exclusive, non-sublicensable, personal license to access and use the Sites for your informational purposes only. This license will terminate immediately upon your unauthorized use of the Sites or any information or materials available on the Sites, and we may terminate or modify this license at any time in our discretion. All rights not expressly granted to you in these Terms are reserved.

Unless otherwise expressly noted, all information and materials, including, without limitation, images, illustrations, designs, icons, photographs, video clips, and written and other materials, that are part of the Sites are copyrights, trademarks, service marks, trade names, trade dress and/or other intellectual property owned, controlled or licensed by Legacy Investing and/or its affiliates or licensors. No information or material from the Sites may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, publicly performed or displayed by you in any way; provided, however, that you may download, where specifically permitted, one copy of the materials on any single computer for your personal, non-commercial use only, provided you keep intact and properly display all copyright and other proprietary notices. You may not distribute, modify, create derivative works of, transmit, reuse, repost, or use the content of the Sites, including, without limitation, any text, images, audio and video, for public or commercial purposes without Legacy Investing's written permission. Modification or use of the information or materials for any other purpose other than your use of the site for your personal consumption may violate the copyright, trademark and other intellectual property rights of Legacy Investing and/or its affiliates or licensors. Legacy Investing does not grant any license or right to use any registered or unregistered trademarks or service marks displayed on the Sites.

You agree not to: (a) "flood," "spam," "mailbomb" or overload any of the Sites or otherwise take any action that may result in damage, impairment or overload of any of the Sites' infrastructure; (b) use any device, software or routine to attempt to interfere with any of the Sites' functionality or appearance; (c) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (d) data mine, data scrape or otherwise attempt to use any software, device, tool or technique (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search any of the Sites to harvest, extract or collect information from the Sites; (e) attempt to decompile, disassemble or reverse-engineer any of the Sites' source code or software; (f) impersonate any person or entity other than yourself or create a user account for anyone other than yourself; (g) create another user account without permission if Legacy Investing has suspended or terminated your user account; (h) use the Sites to violate anyone's rights or applicable laws or regulations or do anything malicious, misleading, defamatory, libelous, abusive, fraudulent, deceptive or discriminatory; (i) assist or encourage violations of these Terms, the Privacy Policy or applicable laws or regulations; (j) use any hidden text or metatags using "Legacy Investing" or any of our trademarks, service marks or names without our prior written consent or (k) violate or attempt to violate the security of any of the Sites (including without limitation, accessing user accounts, servers or data without authorization, probing or testing the vulnerability of any of the Sites' authentication measures, security or system infrastructure without proper authorization, or otherwise

interfere with service to any user, host or network). Without limiting the generality of the foregoing, any access to the Sites by automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts, or other mechanisms with similar functionality, is expressly prohibited.

If you violate any part of these Terms, your permission to access or use the Sites and content of the Sites automatically terminates and you must immediately destroy any copies of such content in your possession or control. We reserve the right, in our sole discretion and without notice to you, to terminate or suspend your user account and your license to use the Sites and prevent your future access to and use of the Sites.

### **Disclaimer and Limitation of Liability**

nothing contained in the sites constitutes investment, legal or tax advice. Neither the information, nor any opinion contained in the sites constitutes a solicitation or offer by Legacy Investing, any of its affiliates or any fund or other entity managed directly or indirectly by any of the foregoing, to buy or sell any partnership interest, securities, futures, options or other financial instruments. You are solely responsible for evaluating the information provided on the sites and any decisions based on such information. As a condition of accessing the sites, to the fullest extent permissible pursuant to applicable law, you agree to hold Legacy Investing and its officers, directors, managers, partners, members, shareholders, employees, affiliates and agents harmless from and against any claims whatsoever and of any nature for damages arising from any decisions that you make based on such information.

The sites and all information and materials contained therein are provided “as is” and on an “as available” basis without warranties of any kind (either express or implied). Legacy Investing makes no warranty that the sites will be uninterrupted, reliable, error-free, virus-free, malware-free, current, accurate or complete, or will meet your expectations or requirements. You agree that (1) temporary interruptions of the sites may occur and we have no control over any third party networks in connection with our services or any delays or disruptions of network transmissions, and (2) we may determine to take down, alter or repurpose one or more of the sites in our sole discretion at any time and without notice. We are not responsible for any typographical errors or omissions. To the fullest extent permissible pursuant to applicable law, Legacy Investing and its affiliates disclaim any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability, non-infringement and fitness for a particular purpose.

To the fullest extent permitted by applicable law, Legacy Investing and its affiliates shall not be liable in any respect for any damages whatsoever arising from use or inability to use the sites or materials contained therein (including without limitation, special or consequential damages, lost profits, damages arising from lost data or business interruption, or liability in relation to errors or omissions in any information or materials or the use or interpretation by others of such information or materials), whether based on warranty, contract, tort (including negligence) or any other legal theory, even if Legacy Investing, its affiliates or their authorized representatives have been advised of the possibility of such damages. Without limiting, and in addition to the foregoing, in no event shall the total liability (if any) of Legacy Investing and its affiliates to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed in the aggregate the amount paid by you to Legacy Investing, if any, for your access to the sites. Please note that some jurisdictions limit or prohibit the exclusion or limitation of liability for consequential or incidental damages, so the foregoing limitation may not apply to you.

### **Forward Looking Statements**

Legacy Investing reserves the right to make changes to documents, content, or other information on the Sites without obligation to notify any person of such changes. The Sites may contain projections or other forward-looking statements by companies regarding a variety of items. Such forward-looking statements are based upon expectations current as of the date statement is made and involve risks and uncertainties. Actual results may differ materially from those stated in any forward-looking statement based on a number of important factors and risks, which may be more specifically identified in Legacy Investing's most recent SEC filings. Although Legacy Investing may indicate and believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate or incorrect and, therefore, there can be no assurance that the results contemplated in the forward-looking statements will be realized.

In no way does Legacy Investing assume any responsibility for any investment or other decisions made based upon information contained on the sites. Users are advised to review all available information themselves including, without limitation, the applicable Legacy Investing's sec filings before making any investment or other decisions.

### **Indemnification**

By using the Sites, you agree to indemnify, hold harmless, and defend Legacy Investing and its officers, directors, members, managers, employees, agents, affiliates, suppliers,

licensors, successors, and assigns from and against any and all claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, reasonable attorneys' fees, resulting directly or indirectly from a claim by a third party that is based on your use of this web site or your violation of these Terms.

### **Jurisdictional Issues**

Unless otherwise specified, the materials in or accessible through the Sites are directed at residents of the United States, its territories, possessions, and protectorates. The Sites are controlled and operated by Legacy Investing from its offices within the State of New York, United States of America. Neither Legacy Investing nor any of its affiliates make any representation that materials in or accessible through the Sites are appropriate or available for use in other locations or that access to them where their content is located is not illegal and prohibited. Those who choose to access the Sites from other locations do so on their own initiative and are responsible for establishing the legality, usability and correctness of any information or materials under any or all jurisdictions and the compliance of that information or material with local laws, if and to the extent local laws are applicable. You may not use or export the information or materials in violation of U.S. export laws and regulations. The information provided in or accessible through the Sites is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Legacy Investing and/or its affiliates to any registration or other requirement within such jurisdiction or country.

### **Governing Law and Consent to Jurisdiction**

These terms shall be governed by and construed in accordance with the laws of the state of new york. You agree that any dispute or action at law or in equity arising out of or relating to these terms or your use of the site shall be commenced only in the state or federal courts located in new york county, new york and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of any such dispute or action.

### **Transmissions to and from the Site**

Electronic communications can be intercepted by third parties and, accordingly, electronic mail and other transmissions to and from the Sites may not be secure. You are responsible for any content that you post on the Sites or submit to us via contact forms on the Sites, email, social media accounts or otherwise, including your feedback, comments, questions, ideas, suggestions, survey responses or other information or materials ("User Materials"). By submitting any User Materials, you hereby grant to Legacy Investing an

irrevocable, perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable license to use, display, reproduce, publish, transmit, store, modify and create derivative works of your User Material. Further, if you provide any feedback, suggestions, ideas, know-how or other information (“Feedback”) to Legacy Investing via the Sites or otherwise, you hereby assign to Legacy Investing all rights in the Feedback and agree that Legacy Investing may use such Feedback for any purpose without compensation to you. Legacy Investing will treat all User Materials and Feedback as non-confidential and non-proprietary, and you agree that you will not submit to Legacy Investing any information considered to be confidential or proprietary. You hereby represent and warrant that any User Materials and Feedback you submit to us is either your original content or that you have obtained all necessary rights to your User Materials and Feedback, including the right to authorize us to use your User Materials and Feedback as set forth in these Terms. We have the right to remove or refuse to post any User Materials for any reason or no reason in our sole discretion. User Materials must not: (i) contain any material that is obscene, defamatory, indecent, abusive, harassing, or offensive; (ii) contain or promote sexually explicit or pornographic materials, or promote violence or discrimination based on race, sex, gender, religion, nationality, disability, sexual orientation, or age; (iii) promote any illegal activity; (iv) impersonate any person, misrepresent your identity, or be intended or likely to deceive any person; (v) advertise or involve any commercial activities or sales; or (vi) give the impression that they are endorsed by us.

### **Password Security and Notification**

Access to certain parts of the Sites may require a login. If you have a user name, password, Personal Identification Number (PIN), or other login credentials (collectively, “Login Credentials”) for access to non-public areas of the Sites, you are solely responsible for all activities that occur in connection with your Login Credentials, and you agree that you will submit complete and accurate registration information as requested by the Sites’ registration forms and maintain the accuracy of this information by promptly updating your registration information with any changes. Accordingly, you should take steps to protect the confidentiality of your login credentials. You agree that you will notify Legacy Investing immediately if you become aware of any disclosure, loss, theft or unauthorized use of your login credentials. Legacy Investing is not responsible or liable for any liability, damages, loss or expenses arising in any way from the use of your login credentials.

### **Links to Other Web Sites and Services**

Legacy Investing does not review or monitor any websites linked from or to the Sites and none of them is or will be responsible for the content of any such linked websites. If you

decide to access linked websites, you do so at your sole risk. Neither Legacy Investing nor any of its affiliates are responsible for the information, materials, products or services obtained on or from such other websites, nor will any of them 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 Sites and the inclusion of these links does not imply an endorsement, representation or warranty by Legacy Investing or any of its affiliates with respect to any such linked websites or the content, products or services contained or accessible through, or the operators of, such websites. In addition, you agree not to link any of your websites or any third-party website to any of the Sites without the express prior written consent of Legacy Investing. Legacy Investing reserves the right, at any time, for any reason not prohibited by law, to deny permission to anyone to link a website from or to the Sites.

### **Waiver**

Any waiver by Legacy Investing or its affiliates of any part of these Terms must in writing signed by Legacy Investing (or the applicable affiliate), and any failure by Legacy Investing to enforce any part of these Terms will not be deemed to be a waiver. No waiver by Legacy Investing or any of its affiliates of any right under or term or provision of these Terms will be deemed a waiver of any other right, term or provision of these Terms at that time or a waiver of that or any other right, term or provision of these Terms at any other time.

### **Other**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, together with the Privacy Policy and other posted policies on the Sites, together represent the entire agreement between Legacy Investing, on the one hand, and you, on the other, relating to the subject matter hereof. We may assign the Sites and our rights and duties under these Terms, the Privacy Policy and other posted policies in connection with any reorganization, change of control or asset sale in our sole discretion. No course of conduct or trade practice will be deemed to modify these Terms in any respect.

### **Contact Us**

You can update your preferences, submit a request, exercise your privacy rights or ask us questions about these Terms of Use by emailing us at [info@legacyinvesting.com](mailto:info@legacyinvesting.com) or writing to us at:

Legacy Investing  
3100 Clarendon Blvd  
Suite 1050, Arlington VA 22201

Effective: **January 6, 2026**