

# **EH Capital Group Inc.**

## **Terms and Conditions**

**Revision February 2025**

The following terms and conditions constitute a legal agreement (“Agreement”) between EH Capital Group Inc., and you (“you” or “your”) regarding your use of EH Capital Group Inc.’s Web site (“Site”). Please read all of the following terms and conditions before using this Site. By accessing, browsing, and/or using this Site, you represent and warrant that: you have read, understood, and agreed to be bound by these terms and conditions; this Site may be used by you solely for informational purposes; your use of this Site is subject to all applicable laws and regulations; and, to the extent there is another agreement between you and EH Capital Group Inc., these terms are supplemental and not a conflicting agreement. If you do not agree to the following terms and conditions, do not access or use this Site.

### **Limited License**

Subject to the terms and conditions set forth in this Agreement, EH Capital Group Inc., grants to you a non-exclusive, non-transferable, limited right and license to: (1) access, use and display this Site and the Content on this Site solely for informational purposes; and (2) view and download the information and materials on this Site (“Content”) only for your personal, non-commercial use. Your use of this Site and its Content are further restricted to your use exclusively for the purpose of evaluating and using EH Capital Group Inc.’s, services. Except as expressly stated herein, you may not copy, reproduce, distribute, republish, download, display, post, or transmit any Content in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of EH Capital Group Inc. You further agree not to interrupt or attempt to interrupt the operation of the Site in any way.

This Site, including all Content, is copyrighted by EH Capital Group Inc., and is protected by U.S. and foreign copyright laws and international treaty provisions. The limited right and license granted above does not transfer title in the Content or any copies of the Content. You agree to retain, on all copies of the Content downloaded, all copyright and other proprietary notices contained in the Content. You may not modify the Content in any way or reproduce or publicly display, perform, or distribute or otherwise use the Content for any public or commercial purpose. You agree to abide by any additional restrictions displayed on the Site as it may be updated from time to time. You agree to comply with all copyright laws and treaties worldwide in your use of this Site and to prevent any unauthorized copying of the Content. Except as expressly provided herein, EH Capital Group Inc., does not grant any express or implied rights to you under any intellectual property rights.

EH Capital Group Inc. may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time and for any reason. EH Capital Group Inc. may also impose limits on certain features and services or restrict your access to all or parts of the Site without notice or liability. The limited right and license granted above terminates automatically if you breach any of the terms and conditions of this Agreement. EH Capital Group Inc. may also terminate the limited rights and license given above at any time for any reason. Upon

any termination of the limited right and license given above, you shall immediately destroy all the Content.

**Intellectual Property:** Information You Provide to EH Capital Group Inc.

All trademarks, service marks, trade names, and logos (“Marks”) used and displayed on the Site are registered and unregistered marks of EH Capital Group Inc. or the respective third-party owner. Nothing on the Site is to be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Marks, without the written permission of EH Capital Group Inc. or the owner of the Mark. EH Capital Inc. Marks may not be used in any way without prior written permission from an authorized representative of EH Capital Group Inc.

Any personal identifying information you provide to EH Capital Group Inc. through this Site is protected by EH Capital Group Inc.’s Web Site Privacy Policy. Except as expressly stated in writing by EH Capital Group Inc., you agree that EH Capital Group Inc. does not want you to, and you should not, send any confidential or proprietary information to EH Capital Group Inc. through the Site. Any information or materials, including but not limited to remarks, suggestions, ideas, graphics or other submissions, communicated to EH Capital Group Inc. by you or on your behalf through the Site, including but not limited to any related intellectual property, will not be considered confidential or proprietary and will become the exclusive property of EH Capital Group Inc. without compensation. You hereby agree to take whatever further actions may be necessary to assign your rights to the same to EH Capital Group Inc. Without limiting the foregoing, if any such information or materials is provided to EH Capital Group Inc., you agree that EH Capital Group Inc. will have an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials for any purpose whatsoever, and you further agree that EH Capital Group Inc. is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to EH Capital Group Inc..

You are prohibited from posting or transmitting, and you warrant that you will not post or transmit, to or from the Site any unlawful, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any information that incorporates the proprietary information or material of another.

**Disclaimer**

YOU ACKNOWLEDGE AND AGREE THAT THIS SITE AND THE CONTENT MAY CONTAIN INACCURACIES. EH CAPITAL GROUP INC. DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE RELIABILITY OF ANY INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY INFORMATION ON THE SITE IS AT YOUR SOLE RISK. EH CAPITAL GROUP INC. RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY INACCURACIES OR ERRORS IN ANY PORTION OF THE SITE. EH CAPITAL GROUP INC. MAY MAKE ANY OTHER CHANGES TO THE SITE, THE CONTENT AND THE PRODUCTS AND SERVICES DESCRIBED IN THE SITE AT ANY TIME WITHOUT NOTICE. THIS SITE AND THE CONTENT ARE PROVIDED “AS IS” WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR

PURPOSE. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **Links to this Site**

EH Capital Group Inc. must approve any link to this Site in advance and in writing. Unapproved links to this site are prohibited. EH Capital Group Inc. is not responsible for the creation, placement, or context of any third-party link to this site or for any warranty, representation, or action of the third-party creating such a link.

### **Links to Other Web Sites**

As a convenience to you, EH Capital Group Inc. may provide, on this Site, links to Web sites operated by third parties. You will leave the Site if you use these other sites. If you visit any linked site, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. EH Capital Group Inc. makes no warranty or representation regarding and does not endorse any linked Web sites or the information appearing there or any of the products or services described there. Links do not imply that EH Capital Group Inc. or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of EH Capital Group Inc.

### **Limitation of Damages**

IN NO EVENT WILL EH CAPITAL GROUP INC. OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION PROCESSING SYSTEM) THAT ARE RELATED TO OR ARISE FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, THE CONTENT, AND/OR FUNCTIONS OF THE SITE OR ANY LINKED WEBSITE, EVEN IF EH CAPITAL GROUP INC. IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Changes to this Agreement EH Capital Group Inc. reserves the unrestricted right, in its sole discretion, to modify any portion of this Agreement, in whole or in part, at any time. Changes in this Agreement will be effective when the changed terms are posted. Your continued use of the Site after any changes to this Agreement are posted will be considered acceptance of those changes.

### **Indemnification**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS EH CAPITAL GROUP INC. FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO YOUR ACCESS AND USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD CONSTITUTE A BREACH BY USER OF THESE TERMS AND CONDITIONS.

## International Users and Choice of Law

This Site is controlled, operated and administered by EH Capital Group Inc. from its offices within the United States of America. EH Capital Group Inc. makes no representation that any Content is appropriate or available for use at locations outside of the United States. You may not use the Site or export the Content in violation of U. S. export laws and regulations. If you access this Site from a location outside of the United States, you are responsible for compliance with all local laws, rules and regulations. The terms and conditions of use of this Site shall be governed by the laws of the State of DELAWARE, without regard to its conflicts of law's provisions. You and EH Capital Group Inc. agree, to the maximum extent permitted by applicable law, to submit to the personal and

CATEGORY	EXAMPLES	COLLECTED
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	Yes
B. Personal information categories	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information in this category may overlap with other categories.	Yes
C. Protected classification characteristics	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	Yes
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other personal purchasing or consuming histories or tendencies.	Yes
E. Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	Yes

<b>F. Internet or other similar network activity</b>	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	Yes
<b>G. Geolocation data</b>	Physical location or movements.	Yes
<b>H. Sensory data</b>	Audio, electronic, visual, thermal, olfactory, or similar information.	No
<b>I. Professional or employment-related information</b>	Current or past job history or performance evaluations.	Yes
<b>J. Non-public education information</b>	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	No
<b>K. Inferences drawn from other personal information.</b>	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	No

exclusive jurisdiction of the state or federal courts located within Travis County, DELAWARE and that venue for any proceeding arising out of or relating to this agreement shall be Travis County, DELAWARE.

### **Miscellaneous**

This Agreement constitutes the entire agreement between EH Capital Group Inc. and you with respect to your use of the Site and any Content. Any cause of action you may have with respect to your use of the Site, or any Content must commence within one hundred and eighty (180) days after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.