

# TERMS AND CONDITIONS

By entering the website (the “Site”) of PAC Capital, LLC (“PAC Capital”, “PAC” or “We,” “Us,” or “Our”), you accept and agree to follow the terms and conditions described in this User Agreement. This User Agreement is a binding agreement between you and PAC Capital, and regulates your access and use of the Site, which includes any information, data, services and other content (together, “Content”) available on or through the Site.

You may contact PAC Capital, LLC at [info@paccapitalgroup.com](mailto:info@paccapitalgroup.com) or 312-858-5810 with questions about the terms and conditions of this User Agreement.

PLEASE READ THIS USER AGREEMENT (“USER AGREEMENT”) CAREFULLY BEFORE ENTERING THE SITE. EVERY TIME YOU ENTER THE SITE, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THIS USER AGREEMENT IN ITS CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND

CONDITIONS STATED IN THIS USER AGREEMENT, PLEASE EXIT THE SITE.

## **1. Limited License to Use the Site**

The Site is owned by and is the property of PAC Capital. The Site is protected by one or more copyrights, patents, database rights, trademarks, service marks and/or other intellectual property and proprietary rights that are owned by PAC Capital.

PAC Capital grants you a limited right to use the Site only for your own internal, private, non-commercial informational purposes only. You may not, nor will you, modify, distribute, transmit, reproduce, publish, license, create derivative works from, transfer or sell any text, graphics, logos and any other source-identifying symbols, designs, icons, images, or other information from the Site. You are prohibited from removing any copyright, trademark or other proprietary notice or legend contained on (or printed from) the Site or on any printed pages. In addition, you are prohibited from decomposing, decompiling, reverse engineering, disassembling or otherwise deconstructing all or any portion of the Site or otherwise using any information contained in this Site for any purpose other than as specifically described above. Without limiting the foregoing, no information contained within this Site may

be disclosed in whole or in part to the media or otherwise made available to third parties or the public in any manner.

Any data that you transmit to the Site (including without limitation personally identifiable information) becomes the property of PAC Capital and may be used by PAC Capital for any lawful purpose without restriction, subject to the Privacy Policy set forth below.

All materials at the 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 or disclosures apply to any partial document or material in the same manner as they do the whole, and will be deemed incorporated in the portion of any material or document that you consult or download.

Your continuing right to use the Site is subject to your agreement to abide by this User Agreement in its entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Site. At any time and for any reason we may revoke your right to use all or any portion of the Site.

## **2. No Reliance**

All Content provided on this Site is intended for informational purposes only and, unless specifically indicated otherwise, is provided on a general informational basis with no application to or assessment of any individual prospective/current clients particular situation.

The materials contained herein and any presentation of which they form a part are neither (i) an offer to sell, or a solicitation of an offer to purchase, nor (ii) a solicitation of an investment in any account (“Account”) managed PAC Capital. Such an offer or solicitation can only be made, by way of an executed investment management agreement and presentation of the PAC Capital current Form ADV Part 2, and complete documentation regarding the Account otherwise in accordance with applicable securities laws. The Manager is registered as an investment adviser with the State of Illinois. This registration does not indicate any particular level of skill, training, or competence as such.

Before making an investment decision with respect to an Account, investors are advised to carefully review, an executed investment management agreement and the Manager’s Form ADV Part 2 and all relevant account documentation, and consult with their tax, financial,

investment and legal advisors. These documents may contain a summary of certain terms of Accounts, which are subject to future amendment or modification. Material terms are subject to change prior to the establishment of the Accounts. Any description of investments, such as terms or investment activities, contained herein reflect only the Manager's current expectations, which could vary materially from the actual terms and investment activities. These materials and the presentations of which they are a part, and the summaries contained herein, do not purport to be complete, and are qualified in their entirety by reference to the more detailed discussion contained in the investment management agreement, investment policy statement, the Manager's Form ADV Part 2, or Account documentation.

The information contained herein is current as of the date hereof, and the Manager undertakes no duty to provide updated materials. No representation or warranty, express or implied, is made as to the accuracy or completeness of the information contained herein, and nothing shall be relied upon as a promise or representation as to the future performance of any Account. The information contained herein is not intended to provide, and should not be relied upon for, accounting, legal or tax advice or investment recommendations. The information included herein may contain "forward-looking statements"

within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not historical facts but instead represent PAC Capital's current beliefs, expectations and assumptions regarding future events, many of which, by their nature, are inherently uncertain and outside of PAC Capitals control. It is possible that the actual results may differ, possibly materially, from the anticipated results indicated in these forward-looking statements. PAC Capital expressly disclaims any obligation or undertaking to update or revise any forward-looking statement contained herein to reflect any change in its expectations or any change in circumstances upon which such statement is based. In addition, we do not endorse the opinions of, or warrant the accuracy of facts or other Content contributed by, any third party.

There are various risks you assume when reviewing the Content on this Site.

You agree that we are not liable for any action you take or decision you make in reliance on any Content on the Site.

You are encouraged to discuss information that you learn from the Site with your financial, legal or tax advisors where applicable.

PAC Capital makes no representation that information on the Site is appropriate or available for use outside the United States. Those who choose to access the Site outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **3. Confidentiality**

The Content provided on the Site is confidential and is intended solely for the information of the person to whom it has been made available. Recipients may not reproduce these materials or transmit them to third parties in any form absent PAC Capital's express written consent. These materials are not intended for presentation or distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulations.

### **4. Your Representations and Warranties**

You represent and warrant as follows:

- that you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to this User Agreement;

- that you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of this User Agreement;
  - and that you will not delete any Content from the Site.
1. Third Party Links: PAC Capital is not responsible for information on any third party website that may be referenced in, or accessible or connected by hyperlink to, the Site.

If you access any third party website through the Site or otherwise, you do so at your own risk.

Hyperlinks to or from the Site do not constitute third party endorsement of, sponsorship by or affiliation with us.

## **6. No Warranty**

THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND ALL USE OF THE SITE IS AT THE USER’S OWN RISK.

PAC CAPITAL AND ITS AFFILIATES 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. THIS DISCLAIMER WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

WITHOUT LIMITING OUR GENERAL DISCLAIMER, WE DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THE SITE OR ANY PART OF THE CONTENT CONTAINED WITHIN OR PRESENTED BY THE SITE.

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

## **7. Limitation of Liability**

IN NO EVENT SHALL PAC CAPITAL, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PRINCIPALS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES, INCLUDING INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE OR WITH ANY DELAY OR TECHNICAL PROBLEMS IN USING THE SITE, OR ANY INFORMATION AND

MATERIALS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE; IN ANY CASE WHETHER BASED ON THEORIES ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SUCH LIMITATIONS APPLY EVEN IF PAC CAPITAL, IT'S AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, PRINCIPALS, AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME STATES LIMIT THE APPLICABILITY OF DISCLAIMERS OR LIMITATIONS OF LIABILITY, IN WHICH CASE SUCH LIMITATIONS SHALL APPLY ONLY TO THE EXTENT LEGALLY ENFORCEABLE IN THE APPLICABLE JURISDICTION.

## **8. Breach and Indemnification**

You will be responsible for any liability to PAC Capital that arises out of your breach of this User Agreement or your use of the Site, which will be deemed to include without limitation any such breach or use by any person acting either on your behalf, with your permission, or under your control.

You agree to indemnify, defend and hold harmless PAC Capital, its affiliates, their respective, officers, directors, members, principals,

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: (i) your use of the Site; (ii) your breach of this User Agreement or any representation, warranty or covenant made by you in this User Agreement; (iii) your violation of any applicable law, statute, ordinance, regulation or of any third party's rights, or (iv) claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in this User Agreement.

## **9. Updates to the Site and Modifications to the User Agreement**

You acknowledge that PAC Capital may update the Site and its Contents, and may modify the terms of this User Agreement at any time and without notice to you. Modifications will be effective immediately upon posting unless we indicate otherwise. You agree to review periodically the terms of this User Agreement.

By entering the Site you agree to and fully accept this User Agreement in its then current form each time you enter the Site.

## **10. General**

This User Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to its choice of law rules.

Any legal action brought hereunder shall be brought exclusively in state or federal courts located in Chicago, Illinois, and it is agreed that such courts shall have jurisdiction over the parties to this User Agreement and any dispute arising hereunder.

PAC Capital may monitor and record activity on the Site and respond as we deem appropriate.

If any provision of this User Agreement is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and this User Agreement shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction.