

TERMS OF USE

Last Updated: May 19, 2023

Repool, Inc. (“Repool,” “we,” “us,” or “our”) welcomes you. We provide you with access to our website, located at <http://www.repool.com/> (the “Site”), and the information and services that we provide via our Site (collectively, the “Digital Properties”) subject to these terms of use (the “Terms of Use”), which may be updated by us from time to time without notice. You will be deemed to have been made aware of and to have accepted any modifications or updates to these Terms of Use by your continued use of the Site and Services after the date such revised Terms of Use are posted.

The services we provide via the Digital Properties are referred to herein as the “Services.” By browsing the public areas of the Digital Properties or by accessing and using our Services, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of our Privacy Policy at www.repool.com/legal/privacy-policy (“Privacy Policy”), which is hereby incorporated by reference (collectively, the Terms of Use and the Privacy Policy are referred to as the “Agreement”). If you do not agree to any of these terms, then you are not permitted to use the Digital Properties or Services. In the event that you have entered into a statement of work or other written agreement directly with Repool, such statement of work or written agreement will prevail in the event and to the extent any of its provisions conflict with the provisions of this Agreement.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

1. DESCRIPTION AND USE OF REPOOL. We provide Visitors, Clients, and Investors with access to the Digital Properties and our Services as described below.

1.1 Visitors. Visitors, as the term implies, are people who do not register as Clients or Investors, but want to explore the Digital Properties (“Visitors”). No login is required for Visitors. Visitors can view all Content (as defined below), and access all publicly-available features and functionality on the Digital Properties, and can contact us.

1.2 Clients. Clients can also view all Content and access all publicly-available features and functionality on the Digital Properties, and contact us, but Clients have access to our Fund formation and administration Services. Repool is under no obligation to accept any individual or entity as a Client and may accept or reject any registration in our sole and complete discretion. In order to onboard as a Client, you must agree to our Client Terms and Conditions of Service, which are presented to you when you initiate Client onboarding (the “Client Terms and Conditions of Service”). All fees and payment terms for Clients are set forth in the Client Terms and Conditions of Service. In the event any term of this Agreement conflicts with any term of the Client Terms and Conditions of Service, the Client Terms and Conditions of Service shall prevail with respect to and to the extent of such conflict.

1.3 Investors. Investors can also view all Content and access all publicly-available features and functionality on the Digital Properties and contact us. Additionally, Investors have access to our investment management Services. Investors will generally be required to sign up for an Account on the Site. Clients may invite prospective Investors to register for an Account and invest in such Clients’ Funds in their sole and absolute discretion. Investors who invest in a Fund will be vetted by Repool using anti-money laundering (AML) and know your customer (KYC) checks and reports, and Repool, acting on behalf of our Clients, may in its sole and absolute discretion, reject an Investor during the vetting process. To

invest in a Client's Fund, Investors are required to enter into certain agreements with the Client which may include, without limitation, as applicable, Fund LLC Agreement(s), Fund LPA(s), Fund Subscription Agreement(s) and others, along with acknowledging receipt of a Fund PPM (LLC) and/or a Fund PPM (LP) (collectively, the "Offering Documents"); the acknowledge of and execution of the Offering Documents may be handled digitally using the Repool Services at the discretion of a given Client and Investor.

2. RESTRICTIONS.

The Digital Properties and Services are available only to individuals aged 18 years or older. If you are 18 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it. If you are under the age of 18, you may use the Digital Properties and Services only with the consent of your parent or guardian.

We reserve the right, in our sole and absolute discretion, to deny you access to the Digital Properties, or any portion thereof, including by closing or disconnecting your Account, without notice and without reason.

3. USER NAME; PASSWORD; UNIQUE IDENTIFIERS.

If you wish to become an Investor or Client, you will be required to create an account on the Digital Properties. You will be prompted to create a user name ("User Name"), a password ("Password"), and perhaps provide certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). When creating your Account, you must provide true, accurate, current, and complete information. Each User Name and corresponding Password can be used by only one Client or Investor. You are solely responsible for the confidentiality and use of your User Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Site using one or more of them. You will promptly inform us of any need to deactivate a Password or User Name, or change any Unique Identifier. We reserve the right to delete or change your Password, User Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

4. USAGE GUIDELINES.

By using the Digital Properties, either as a Visitor, Client, or Investor, you agree to comply with these user guidelines (the "User Guidelines") and that:

- You will comply with all applicable laws in your use of the Digital Properties and will not use the Digital Properties for any unlawful purpose;
- You will not access or use the Digital Properties to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with, or attempt to interrupt the proper operation of, the Digital Properties through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any Content, data, files, or passwords related to the Digital Properties through hacking, password or data mining, or any other means;

- You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Digital Properties;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Digital Properties;
- You will not use any robot, spider, scraper, or other automated means to access the Digital Properties for any purpose without our express written permission;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- If you find something that violates our User Guidelines, please let us know, and we will review it.

5. INTELLECTUAL PROPERTY.

The Digital Properties are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in this Agreement, Repool and our licensors exclusively own all right, title, and interest in and to the Digital Properties, including all associated intellectual property rights. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Digital Properties.

The Digital Properties contain material, such as videos, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Repool (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

You may view all Content for your own personal, non-commercial use. No other use is permitted without the prior written consent of Repool. Repool and our licensors retain all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose.

If you violate any part of this Agreement, your permission to access the Content and the Site automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Repool (the “Repool Trademarks”) used and displayed on the Digital Properties are registered and unregistered trademarks or service marks of Repool. Other company, product, and service names located on the Digital Properties may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Repool Trademarks, the “Trademarks”). Nothing on the Digital Properties should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Repool Trademarks inures to our benefit.

Elements of the Digital Properties are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but

not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

If you decide to use the Digital Properties, subject to your compliance with the terms and conditions of the Agreement, Repool grants you a limited, non-exclusive, non-transferable, revocable right for you to install, access, and use the Digital Properties on your device solely for your personal use in connection with the services provided via the Digital Properties. We reserve all rights in the Digital Properties not expressly granted to you in this section.

6. COMMUNICATIONS WITH AND SUBMISSIONS TO US.

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us (whether you are a Visitor, Client, or Investor), including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

7. NO WARRANTIES; LIMITATION OF LIABILITY.

ALL INFORMATION PROVIDED ON OR THROUGH THE DIGITAL PROPERTIES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A RECOMMENDATION FOR ANY INVESTMENT OR ADVICE OF ANY KIND, AND SHALL NOT CONSTITUTE OR IMPLY ANY OFFER TO PURCHASE, SELL OR HOLD ANY SECURITY, OR TO ENTER INTO OR ENGAGE IN ANY TYPE OF TRANSACTION. REPOOL IS NOT LICENSED AS BROKERS, LAWYERS, ACCOUNTANTS, OR INVESTMENT ADVISORS, AND DOES NOT PROVIDE INVESTMENT, LEGAL, TAX, OR OTHER ADVICE. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU SHOULD SEEK YOUR OWN PROFESSIONAL ADVISERS, INCLUDING LEGAL COUNSEL, FOR LEGAL, BROKERAGE, OR ACCOUNTING SERVICES AND THAT REPOOL'S SERVICES ARE NOT A SUBSTITUTE FOR SUCH THIRD-PARTY PROFESSIONALS. WE MAY PROVIDE ADVICE AND PROFESSIONAL RECOMMENDATIONS TO ASSIST YOU TO RENDER INFORMED DECISIONS. OUR SERVICES ARE NOT MEANT TO BE A SUBSTITUTE FOR LEGAL ADVICE OR YOUR EXERCISE OF YOUR OWN BUSINESS JUDGMENT. ANY SUCH JUDGMENTS OR DECISIONS ARE MADE AT YOUR SOLE ELECTION. WHEN OUR SERVICES INCLUDE ESTIMATES OR PREDICTIONS OF FUTURE EVENTS OR BEHAVIORS, WE MAKE NO GUARANTEES AS TO THE OCCURRENCE OF SUCH FUTURE EVENTS OR BEHAVIORS.

YOU ACKNOWLEDGE THAT REPOOL DOES NOT REPRESENT OR WARRANT THAT THE CONTENT AND ANY OTHER DATA OR INFORMATION PROVIDED THROUGH THE DIGITAL PROPERTIES WILL BE ACCURATE OR COMPLETE.

YOU ACKNOWLEDGE THAT THE DIGITAL PROPERTIES MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM FAILURES. CONSEQUENTLY, THE DIGITAL PROPERTIES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE DIGITAL PROPERTIES OR CONTENT WILL OPERATE ERROR-FREE OR THAT THE DIGITAL PROPERTIES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SITE OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES, NOT ATTRIBUTABLE TO PERSONAL INJURIES, THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE DIGITAL PROPERTIES, THE SERVICES, OR THE CONTENT SHALL BE LIMITED TO FIFTY UNITED STATES DOLLARS (US \$50) EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THE CLIENT TERMS AND CONDITIONS OF SERVICE, IF APPLICABLE.

SOME JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

8. EXTERNAL SITES.

The Digital Properties may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites, unless we have otherwise provided that they are endorsements, such as suggested curated gifts which may include links to the products or services of our advertising or promotional partners. The content of such External Sites (whether or not endorsed by Repool) is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

9. INDEMNIFICATION.

You agree to defend, indemnify, and hold us and our owners, members, officers, directors, employees, agents, successors, licensees, licensors, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Digital Properties; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

10. COMPLIANCE WITH APPLICABLE LAWS.

The Digital Properties are based in the United States and are designed for use by United States residents. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

11. TERMINATION OF THE AGREEMENT.

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Digital Properties, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Digital Properties or the Services at any time without prior notice or liability. Sections 5-16 shall survive the termination of this Agreement.

12. CONTROLLING LAW.

This Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

13. BINDING ARBITRATION.

In the event of a dispute arising under or relating to this Agreement, the Content, or the Digital Properties (each, a “**Dispute**”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“**FAA**”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 15 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

14. CLASS ACTION WAIVER.

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

15. EQUITABLE RELIEF.

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by us.

16. MISCELLANEOUS.

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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