



## Terms of Use

### Terms of Use and Legal Disclaimer

By using the website [www.2ndstcapital.com](http://www.2ndstcapital.com) and any of its pages (hereafter the "Site"), you confirm that you have reviewed, understand and agree to the following important legal information and terms of use (the "Terms"). If you do not agree to the Terms, please exit the Site immediately.

The Terms are subject to change at any time without notice and access to, and use of the Site may be restricted or terminated at any time.

Access to and use of the Site as well as the Terms are governed by US law.

The information, products, data, services, tools and documents contained or described on this site (the "Content") are for informational purposes only and constitute neither an advertisement or recommendation nor an offer or solicitation to buy or sell investment instruments, to effect any transaction or to enter into any legal relations.

The financial products mentioned on this site are not suitable for all investors. Prior to making investment decisions investors should conduct a thorough investigation and obtain all necessary professional advice.

The Content is not intended for use by or distribution to any individual or legal entity in any jurisdiction or country where such distribution, publication or use would be contrary to the law or regulatory provisions or in which members of 2nd St. do not hold the necessary registration or license. Individuals or legal entities in respect of whom such prohibitions apply, whether on grounds of their nationality, their place of residence or on other grounds, must not access or use the site.

2nd St. provides no warranty and makes no representations of any kind whatsoever regarding: (1) the currency, accuracy or completeness of the content; (2) the results to be obtained by any user of the Site; or (3) any third party content accessible on or through the Site.

Except to the extent required by current laws and/or regulations, 2nd St., including its directors, agents, employees or subcontractors: (1) disclaims any and all express or implied warranties and conditions including without limitation warranties and conditions as to quality and fitness for a particular purpose; and (2) does not warrant that the Site, any content (including any third party content), goods and services referred to therein will be uninterrupted or error free, that defects will be corrected or that the Site, the servers from which it is available or any connected website is free of viruses, trojan horses, worms, software bombs or similar items or processes or other harmful components. In order to safeguard against viruses, it is advisable to use up-to-date versions of browsers and to install and continuously update antivirus software. Users should strictly avoid opening e-mails of unknown origin or unexpected e-mail attachments.

Any data, including but not limited to financial market data, quotes, notices, research or other financial information accessible through this Site, have been obtained from carefully selected sources



## Terms of Use

believed to be reliable. All such information is provided "as is" to the user without express or implied warranties of any kind, including warranties of quality, originality, non-infringement of intellectual property or fitness for any particular purpose.

The information and opinions in the Site are descriptive of 2nd St. as a whole and the products and services described may not be available to or suitable for all investors. The fact that a user accesses the Site does not make him or her a client of 2nd St.

Any expressions of opinion, estimates and projections on the Site are those of the authors at the date of writing. They do not necessarily reflect the view of 2nd St. and are subject to change at any time without prior warning. 2nd St. and its contractual partners may discontinue, or make changes in, the information, data and documents, and the products or services described herein, at any time without prior notice. Any information marked with a date is published as of this date only and no obligation or responsibility is undertaken to update or amend any such information.

TO THE MAXIMUM EXTENT PERMITTED BY CURRENT LAWS AND/OR REGULATIONS, 2ND ST., INCLUDING ITS DIRECTORS, AGENTS, EMPLOYEES, SUB-CONTRACTORS AND ITS SALES PARTNERS DISCLAIM ANY AND ALL LIABILITY FOR LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF (1) THE CONTENT, ACCURACY, COMPLETENESS OR OTHERWISE OF THE CONTENT OR ANY LINKS OR THIRD PARTY CONTENT; (2) ANY ERRORS IN OR OMISSIONS FROM THE SITE; (3) USE OF OR ACCESS TO THE SITE; (4) ANY INABILITY TO ACCESS OR USE THE WEBSITE FOR ANY REASON.

TO THE FULL EXTENT PERMITTED BY CURRENT LAWS AND/OR REGULATIONS, 2ND ST. SHALL NOT BE LIABLE FOR ANY (1) LOSS OF PROFITS OR REVENUE OR SAVINGS OR OTHER ECONOMIC LOSS, (2) LOSS OF BUSINESS OR GOODWILL, (3) LOSS OF OR DAMAGE TO DATA, (4) INCIDENTAL OR SPECIAL LOSS, (5) WASTED OR LOST MANAGEMENT TIME, OR (6) INDIRECT OR CONSEQUENTIAL LOSS ARISING FROM USE OF OR ACCESS TO THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE WAS FORESEEABLE.

Unless accompanied by an explicit statement to the contrary, all content on this Site is protected by copyright, database rights, or other intellectual property rights, and is the property of 2nd St. Except as otherwise specifically agreed in writing or to the extent necessary to use the Site in accordance with these Terms, you shall not: (1) copy the Site in whole or in part (except to make backup copies solely for disaster recovery purposes); (2) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, time-share, lend or transfer or in any way exploit the Site in whole or in part; (3) embed the Site into other products; (4) use the Site in any timesharing arrangement; (5) create function calls or other embedded links from any software program to the Site; (6) remove or obscure any copyright notice of 2nd St. or any of its suppliers; (7) use any trademarks, service marks, domain names, logos, or other identifiers of 2nd St. or any of its third party suppliers; or (8) save to the extent permitted under by law, reverse engineer, decompile, disassemble, or access



## Terms of Use

the source code of the Site.

Nothing on the Site is designed to grant any license or right to use any image, trademark or logo. No act of downloading or otherwise copying from the Site will transfer any legal entitlement to any software or material on the Site to you. 2nd St. reserves all intellectual property rights (such as copyright and trademark rights) to all material on the Site, and will enforce such rights to the full extent of applicable law.

Statements on this Site may contain information obtained from third parties, including ratings from rating agencies such as Standard & Poor's, Moody's, Fitch and other similar rating agencies. Reproduction and distribution of third-party content in any form is prohibited except with the prior written permission of the related third-party. Third-party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. THIRD-PARTY CONTENT PROVIDERS GIVE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THIRD-PARTY CONTENT PROVIDERS shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs) in connection with any use of THEIR CONTENT, INCLUDING ratings. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the market value of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice.

2nd St. and/or its board of directors, executive management and employees may or may not have or have had interests or positions or traded or acted as market makers in securities referred to on the Site. Furthermore, such entities or persons may have or have had a relationship with or may provide or have provided corporate finance or other services to or serve or have served as directors of companies referred to on the Site.

The past is not an indication of the future performance of an investment. The value of investments may be subject to fluctuations and investors may not get back the amount invested. Changes in rates of foreign exchange may also cause the value of investments to go up or down.

Please note that all your actions while using this Site may be recorded and analyzed for various purposes, including security, marketing and system monitoring purposes.

Links to third-party websites on the Site are provided solely as pointers to information on topics that may be useful to users of the Site, and 2nd St. has no control over the content on such third-party websites. No warranties or liability concerning the content of such websites are made, including assurances that it is correct, accurate, complete, true, up-to-date or fit for any particular purpose. Nor does 2nd St. warrant that such website or content is free from any claims of copyright or trademark or other



Capital  
Management

## Terms of Use

infringement of the rights of third parties or that such site or content is free of viruses or other harmful components. No guarantee as to the authenticity of documents on the Internet is given.

Whilst 2nd St. takes measures to ensure that your personal data cannot be intercepted by third parties, please note that when using this Site, data is transported over an open network (Internet) which is accessible to third parties and which cannot be regarded as a secure environment. 2nd St. may transmit or store any data provided by you when using this Site. In such cases, 2nd St. will make every effort to secure an appropriate standard of protection for your data, taking account of the applicable legal and regulatory requirements, including those relating to bank client confidentiality and data protection. 2nd St. accepts no responsibility or liability for the security of your data during transmission via the Internet. We would like to draw your attention to the fact that you can communicate with us by other means whenever you consider it appropriate on data protection grounds.

2nd St. does not use this Site to collect any personal data, except where you explicitly and knowingly provide such data.

These Terms are for the benefit of 2nd St. its successors and assigns. 2nd St. may assign or transfer any of its rights under these Terms. 2nd St. may delegate or subcontract the performance of any obligation under these Terms.