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## **TERMS AND CONDITIONS OF USE**

Effective Date: January 1, 2023

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. These Terms and Conditions of Use (“Terms”) are entered into by you (acting in your capacity as an employee or other representative of your company or other entity, if applicable) (“you”) and 3 Boomerang Capital, LP (together with its subsidiaries and affiliates, “3BC”, “we”, “us” and “our”). The following Terms together with any documents they expressly incorporate by reference (collectively, this “Agreement”), govern your access to and use of our website, including any content, functionality, and services on or provided in connection with our website, available at [www.3Boomerang.com](http://www.3Boomerang.com) (collectively, the “Sites”).

BY ACCESSING OR USING THE SITES OR BY CLICKING TO ACCEPT OR AGREE TO THIS AGREEMENT, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SITES.

Our Privacy Policy constitutes part of these Terms and is hereby incorporated in the Agreement by reference. 3BC reserves the right, at our discretion, to change these Terms at any time. The revised Terms will become effective upon notice to you, and your continued use of the Sites constitutes your acceptance of the most current Terms. If you do not agree to the revised Terms, do not continue to use the Sites. You should review these Terms periodically for changes.

You are not a client of 3BC by virtue of accessing the Sites. Nothing contained in this Agreement is intended to modify any other written agreement you may have with 3BC, if any, that may be in effect. In the event of any inconsistency between these Terms and any other written agreements with 3BC, 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.

### 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, OFFER OR RECOMMENDATION BY 3BC, 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 OR OTHER FINANCIAL INSTRUMENTS. THE INFORMATION ON THE SITES IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, IS SOLELY PRODUCT-RELATED AND DOES NOT TAKE INTO ACCOUNT ANY PERSONAL CIRCUMSTANCES AND DOES NOT QUALIFY AS GENERAL OR PERSONAL INVESTMENT RECOMMENDATION OR ADVICE. 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 3BC AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, STOCKHOLDERS, EMPLOYEES, AFFILIATES AND AGENTS (“3BC PARTIES”) HARMLESS

FROM AND AGAINST ANY CLAIMS WHATSOEVER AND OF ANY NATURE FOR DAMAGES ARISING FROM ANY DECISIONS THAT YOU MAKE BASED ON SUCH INFORMATION.

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IN NO EVENT WILL 3BC PARTIES BE LIABLE IN ANY RESPECT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, INABILITY TO USE, OR IMPAIRED USE OF THE SITES OR MATERIALS CONTAINED THEREIN (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF 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 FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) FOR 3BC PARTIES WILL NOT EXCEED USD \$100.

#### Indemnification

You agree to indemnify and hold 3BC Parties harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person arising out of (i) your violation of this Agreement, state or federal laws or regulations, or any other person's rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right, (ii) your use or inability to use the Sites, (iii) any errors, inaccuracies or delays in the content, materials, or information provided by you via the Sites, or (iv) claims related to unauthorized disclosure of your or a third-party's data that arises from your use of the Sites. Under no circumstances, including but not limited to a negligent act, will 3BC or its affiliates or agents be liable for any damages of any kind that result from your use of, or the inability to use, the Sites.

#### Restrictions on Use of Sites and Sites Materials

Subject to your compliance with the Agreement and all other posted terms and conditions on the Sites, you are granted a limited, revocable, non-exclusive, non-sublicensable, personal license to access and use the Sites for your informational purposes only. You may not reproduce, publicly perform, publicly display or distribute any information and materials available on the Sites except as otherwise expressly authorized on the Sites, or copy, modify or make any derivative works of the Sites or information or materials available

on the Sites, in whole or in part. This license will terminate immediately upon your unauthorized use of the Sites. All rights not expressly granted to you in these Terms are reserved.

Except as otherwise indicated elsewhere on the Sites, you may view, download, and print any whitepapers, information, text, graphics, photos, or other content uploaded to or appearing on the Sites (“Sites Materials”) for your personal, non-commercial use, subject to the following conditions: (i) the Sites Materials must not be used for commercial purposes without our prior written permission; (ii) the Sites Materials must not be modified or altered without our prior written permission; (iii) the Sites Materials must not be distributed, re-posted, or re-used in any form on another website or electronic platform without our prior written permission; (iv) you must not remove any copyright or other proprietary notices contained in the Sites Materials without our prior written permission; and (v) we reserve the right to revoke the authorization to view, download, and print the Sites Materials at any time, and any such use shall be discontinued immediately upon written notice from us..

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) 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; (d) attempt to decompile, disassemble or reverse-engineer any of the Sites’ source code or software; (e) impersonate any person or entity other than yourself or create a user account for anyone other than yourself; (f) create another user account without permission if 3BC has suspended or terminated your user account; (g) 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; (h) assist or encourage violations of these Terms, the Privacy Policy or applicable laws or regulations; (i) use any hidden text or metatags using “3BC” or any of our trademarks, service marks or names without our prior written consent or (j) 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).

Your permission to access or use the Sites and Sites Materials can be automatically terminated in our sole discretion and you must immediately destroy any copies of such materials 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.

### 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 3BC from its offices within the State of Connecticut, United States of America. Neither 3BC 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 3BC and/or its affiliates to any registration or other requirement within such jurisdiction or country.

### User Materials and Feedback

You are responsible for any content that you post on the Sites or submit to us via the Sites, email, social media accounts or otherwise (“User Materials”). By submitting any User Materials, you hereby grant 3BC 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 Materials.

If you provide any feedback, suggestions, ideas, know-how or other information (“Feedback”) to 3BC via the Sites or otherwise, all right, title and interest in and to, and the right to pursue protection for, Feedback that are suggested or made by you shall vest solely with 3BC. You hereby assign to 3BC all rights and interest you may have in such Feedback and agree to promptly provide upon the request of 3BC reasonable documentation executed by you reflecting such assignment. No license is granted to you to, or under, any Feedback or other intellectual property or moral right owned or otherwise assertible by 3BC, whether by express or implied grant, estoppel or otherwise. All benefits from the use of any such Feedback shall inure solely to 3BC.

You hereby agree that you will not submit to 3BC 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.

### Ownership of Sites Content

3BC, or if applicable its affiliates, shall continue to own and retain all right, title and interest, including all related patents, copyrights, trademarks, trade dress, and other intellectual property rights, in all technology, information and data, that is provided through, or which abides in, the Sites, including, without limitation, all text, design, graphics, drawings, photographs, video clips, music, sounds, questions, comments or suggestions, and all trademarks, service marks and trade names and the selection and arrangements thereof (collectively, “Sites Content”). Except as expressly provided in this Agreement, no license to use, copy, distribute, republish, transmit or otherwise exploit any Sites Content is given to you and all such intellectual property rights in and to the Sites Content are expressly reserved to 3BC or one of its affiliates, as applicable. Nothing in this Agreement shall be construed as granting, by implication, waiver, estoppel, or otherwise, any license or right to use any Sites Content or any of 3BC’s intellectual property rights (including any trademarks, tradenames or service-marks) without our prior written permission. Neither the name of 3BC nor our logo may be used in any way without our prior written permission.

### Carrier Charges

3BC does not charge you for your use of the Sites, but your carrier's data rates may apply to your use of the Sites. You acknowledge that Wi-Fi internet connectivity or data coverage may be required for the Sites to function properly. 3BC is not responsible for providing such Wi-Fi connectivity or data coverage, and you hereby agree to hold 3BC completely harmless for any interruption in, and/or for your inability to obtain, Wi-Fi internet connectivity or data coverage at the facility or at any other location. You acknowledge and understand that certain permissions may be required on your mobile device, including permission to access the camera, microphone and certain network status information for the proper functioning of the Sites on your mobile device. Granting the Sites these permissions may result in consumption of additional battery power or data usage or charges. You hereby agree to grant the Sites the foregoing permissions on your mobile device to enable the Sites to function effectively.

### Password Security and Notification

Subject to your acceptance of this Agreement, access to certain parts of the Sites requires you to input certain information to create a user account. If you have a username and password for access to non-public areas of the Sites, you are solely responsible for maintaining the confidentiality of your username and password. We may utilize additional security measures from time to time to prevent unauthorized access to the user account, including the use of multi-factor authentication methods. You may not use anyone else's username or password or permit others to use yours to log into your user account and you must notify us immediately of any suspected unauthorized use of such user account or any inaccuracy in your registration information. You agree that you will notify 3BC immediately if you become aware of any unauthorized disclosure, loss, theft or unauthorized use of your login credentials. 3BC is not responsible or liable for any liability, damages, loss or expenses arising in any way from the use of your login credentials. If you provide any information that is untrue, inaccurate, not current, or incomplete while creating a user account, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your user account. We may disable any username, password, or other identifier at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

### Collection and Use of Data

3BC may monitor the Sites to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Sites, or for any other business reason, such as, by way of example only, improving or modifying the Sites and its features. You hereby acknowledge and agree that 3BC and its affiliates have the right to collect, store, process, maintain, upload, sync, transmit, share, disclose, aggregate, analyze, and use aggregated or non-individually identifiable data created by the Sites ("Data") to facilitate the provision of the Sites, to improve our services, or for any other legitimate business reasons. Such Data typically includes, but is not limited to usage logs, activity audits, information regarding the characteristics, status, and usage of the Sites. 3BC shall own all right, title, and interest in and to such Data and any aggregations, analyses, reports, programs, and output based on or including such Data ("Derivative Data") and shall retain all rights in such Data and Derivative Data after termination of this Agreement.

You hereby assign to 3BC any rights you may have to any Data or Derivative Data and further agree that monitoring activities undertaken by 3BC will not entitle you to any cause of action or other right with respect to the manner in which 3BC or its affiliates or agents monitor the Sites. In no event will 3BC or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by 3BC or its affiliates or agents.

### Modifying this Agreement

We reserve the right, at any time, to modify, alter, or update this Agreement, and you agree to be bound by such modifications, alterations, or updates ("Modification") at any time, without any prior notice to you. Such Modification will be effective immediately upon notice to you, which notice may be given by any means, including, but not limited to, posting on the Sites and electronic or conventional mail. Your access and use of the Sites following receipt of notice of any such Modification constitutes your agreement to accept and comply with this Agreement as modified. The "Effective Date" legend at the top of this Agreement indicates the date on which this Agreement was last updated.

### Term and Termination

This Agreement will become effective on the date you accept it by clicking "Accept", "I agree", or a similar button when the Agreement is presented to you on the Sites, or through other acceptable means. This Agreement will be applicable to you for the duration that you access or use the Sites. 3BC may, at its sole discretion, at any time, with or without cause and with or without prior notice to you: (1) change, restrict,

suspend or terminate your access to the Sites, or any portion of thereof; (2) discontinue the Sites, or any portion of thereof; or (3) add, remove or modify any services or functionality that is available through the Sites. Upon termination, your user account will be deactivated and any stored information may be deleted or archived such that such information is no longer available to you.

#### Links to Other Web Sites and Services

The Sites may contain links to third-party applications, websites, or other content that are not owned or controlled by us. We have no control over, and assume no responsibility for, the contents of such applications or websites and accept no responsibility for them or for any loss or damage that may arise, for you or for any third-party, from your use of such third-party applications or websites. If you decide to access third-party applications or websites through the Sites, you do so at your sole risk. Neither 3BC 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 3BC or its affiliates 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 3BC 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 3BC. 3BC reserves the right, at any time, for any reason, to deny permission to anyone to link a website from or to the Sites.

#### Waiver, Severability

No waiver by 3BC or any of its affiliates of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term or provision of this Agreement at that time or a waiver of that or any other right, term or provision of this Agreement at any other time.

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

#### Mandatory Arbitration

You and 3BC both agree to provide a written notice of any disputes to the other party and try to resolve any disputes in good faith thereafter. If the dispute is not resolved, within 30 days of a party providing notice to the other party, both parties agree that the dispute will be resolved through individual, non-representative, binding arbitration held in English, instead of a proceeding in courts of general jurisdiction. Any disputes will be decided by a single arbitrator and will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures and as modified by this Agreement to arbitrate. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by 3BC that an in-person hearing is appropriate. Any in-person appearances will be held at a location specified by 3BC in New York, New York. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court with appropriate jurisdiction. Each party will be responsible for its respective costs, including costs related to its respective attorneys, experts, and witnesses.

#### Waiver of Right to Jury Trial and Class Action

YOU AND 3BC EXPRESSLY WAIVE YOUR RIGHT TO GO TO COURT, TO A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING WITH RESPECT TO ANY CLAIM SUBJECT TO ARBITRATION.

Governing Law and Consent to Jurisdiction

THESE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN DELAWARE.

Survivability

The rights, obligations, and commitments in this Agreement that, by their nature, would logically continue beyond the termination of your use of or access to the Sites survive termination of this Agreement.

Assignment

Your obligations and rights under this Agreement may not be assigned, in whole or in part, without 3BC's prior written consent. We may assign our rights and duties under this Agreement in connection with any reorganization, change of control or asset sale in our sole discretion. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.