

S2 CAPITAL WEBSITE TERMS OF USE

Welcome to S2 Capital's ("S2" or "we") website. The following terms and conditions, together with any documents they expressly incorporate by reference, including without limitation the Privacy Policy (collectively, these "Terms of Use"), govern your access to and use of s2cp.com including any content, functionality and services therein (the "Site").

Please read the Terms of Use carefully before you use the Site. BY ACCESSING, BROWSING AND/OR USING THE SITE (INCLUDING YOUR SUBMISSION OF INFORMATION TO THIS SITE), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY (WHICH IS INCORPORATED HEREIN BY REFERENCE), AND TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS AND REGULATIONS. You agree that the Terms of Use, combined with your act of using the Site, have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable statute of frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of the Terms of Use on the grounds that it was electronically transmitted or authorized.

This Site is offered and available to users in the United States who are 13 years of age or older. By using this Site, you represent and warrant that you meet the foregoing eligibility requirement. If you do not meet this requirement, you must not access or use the Site.

The information presented on or through the Site is made available solely for general information purposes. We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.¹

No Offer of Securities

Under no circumstances should any material at this site be used or considered as an offer to sell or a solicitation of any offer to buy an interest in any securities. The material on this Site does not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not permitted by law or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

No offer of Products or Services

Nothing on this Site should be considered an offer of any products or services in any jurisdiction where registration or licenses are required to make such offer lawful. The information contained on this Site is not investment advice.

Material to be Consulted in its Entirety

All materials at this 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, disclosures or hedge clauses 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.

Intellectual Property

The text and images on the Site are for the personal, noncommercial use of the public. All content, data, logos and trademarks, including without limitation the names S2 CAPITAL and S2 PARTNERS, and all other intellectual property used on this Site are subject to the copyright and/or trademark laws of the United States and, except where noted otherwise, are the exclusive property of S2. Commercial use, electronic re-publication or print publication of text, logos, images or other content is strictly prohibited without prior written permission from S2.

S2 respects the intellectual property of others. If you believe that our Site infringes your intellectual property, please contact us at: info@s2cp.com.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate S2, an S2 employee or representative, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Site or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Your Privacy Rights

All information we collect on this Site is subject to our **Privacy Policy**. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Warranty & Disclaimer

THE CONTENT, SERVICES, INFORMATION AND ACCESS TO THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. S2 DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. S2 DOES NOT WARRANT THAT ANY PART OF THE SITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT TRANSMISSION TO OR FROM THE SITE AND ACCESS TO THE SITE WILL BE UNINTERRUPTED, CONTINUOUS OR ERROR-FREE. IN NO EVENT SHALL S2, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR RELATED ENTITIES, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THESE PAGES, BE LIABLE FOR ANY DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS SITE OR ANY LINKED SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification and Limitation of Liability

You shall indemnify, defend and hold harmless S2 and its affiliates, subsidiaries, affiliates, officers, directors, employees, attorneys and agents, from and against any and all damages, claims and actions resulting from your use of the Site in violation of these

Terms of Use or the infringement by you of any intellectual property rights or other proprietary rights of any person or entity.

IN NO EVENT WILL S2 BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON INFORMATION PROVIDED ON THIS SITE OR FOR ANY CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Modifications to Terms of Use

S2, in its sole discretion, reserves the right to update, revise, supplement or otherwise modify these Terms of Use, and, from time to time, to impose new or additional terms and conditions on your use of the Site. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in these Terms of Use as “Additional Terms”) will be effective immediately and incorporated into these Terms of Use upon notice thereof, which may be given by any reasonable means, including by posting to the Site. Your continued viewing or use of the Site following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

Links to Other Sites

S2 is not responsible for the contents of any linked website that may be contained on our Site, any link contained in a linked website, or any changes or updates to such websites. The inclusion of any link does not imply endorsement by S2 of that website and is provided only for informational purposes.

Waiver

S2's failure to enforce strict performance of any provision of these Terms of Use will not constitute a waiver of S2's right to subsequently enforce such a provision or any other provision of this Agreement, and no delay or omission on the part of S2 to exercise or take advantage of any right or remedy that S2 has or may have hereunder will operate as a waiver of any right or remedy.

Severability

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portion hereof shall remain in full force and effect and such a provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable.

Jurisdiction

This Site is controlled by S2, which is headquartered in the State of Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this Site both you and S2 agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principles thereof, will apply to all matters arising from or relating to use of this Site or the information contained herein. You and S2 also agree and hereby submit to the exclusive, personal jurisdiction and venue of state and federal courts residing in Texas, and waive any jurisdictional or venue defenses otherwise available. S2 makes no representation that materials on the Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. If you are located anywhere outside of the United States, please be aware that information we collect, including personal information, will be transferred to, processed and stored in the United States.

Last Updated: July 15, 2021