

## TERMS OF USE

*Last Updated: May 1, 2026*

Thank you for visiting the website (the “**Site**”) of Spring Lane Capital and its affiliates (together, “**Spring Lane Management**”, “**Spring Lane Capital**”, “**Spring Lane**” “**we**”, “**us**”, or “**our**”). These Terms of Use (“**Terms**”) govern your access to and use of the Site. Please read these Terms carefully. If you do not agree to these Terms, you may not access the Site. By accessing or using the Site, you acknowledge and agree to accept the following terms and conditions. These Terms and our Privacy Policy form a legally binding agreement between you and Spring Lane.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Site. You must be eighteen (18) years of age (or the age of majority in your jurisdiction) or older to access or use this Site. By using this Site, you represent and warrant that you meet this requirement. If you use the Site on behalf of a company or other entity, then (1) “**you**” includes you and that entity and (2) you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms and (b) you agree to these Terms on the entity’s behalf.

### **1. Informational Purposes Only; No Offer or Solicitation**

- a. The Site is for general informational purposes only.
- b. Under no circumstances should you construe any information or materials presented on the Site to constitute the following: (a) investment, legal, tax, or accounting advice; (b) a recommendation or endorsement of any investment strategy, security, or transaction; or (c) an offer to sell or a solicitation of an offer to buy any securities or investment advisory services.
- c. Nothing on the Site shall be considered a solicitation or offer to buy or sell any security, future, option or other financial instrument or to offer or provide any investment, tax, financial, accounting or legal advice or service to any person in any jurisdiction. Any such offer or solicitation will be made only pursuant to definitive offering documents, which will contain material information not contained on this Site and which will supersede any information contained herein.

### **2. Investment Disclaimers**

- a. You agree that you will *not* rely on the Site, or any information available via the Site, in connection with making any investment decision.
- b. *Past performance is not indicative of future results.* An investment in any fund management by Spring Lane involves significant risks, including the possible loss of the entire principal. No assurance can be given that Spring Lane will achieve any investment objective.
- c. The Site may include information that constitutes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 about Spring Lane, which can be identified using words such as “anticipate,”

“estimate,” “expect,” “plan,” “predict,” “project,” “seek,” “target,” “goal,” “potential,” “would,” “could,” “should,” “may,” “will,” “intend,” “continue,” “believe”, or the negative version of these words or other comparable terminology. You also can identify these forward-looking statements by the fact that they do not relate strictly to historical or current facts. Forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, or otherwise. Accordingly, you should not rely on any such forward-looking statements in making your investment decisions.

### **3. Regulatory Status**

- a. Spring Lane Management LLC is registered as an investment adviser with the Securities and Exchange Commission (the “SEC”) and is subject to the relevant rules and regulations promulgated under the Investment Advisers Act of 1940, as amended. Registration does not imply a certain level of skill or training.
- b. The SEC or any other regulatory authority has not approved or disapproved any material on this Site. Additionally, no such authority has opined upon the accuracy or adequacy of the information set forth on this Site.

### **4. Intellectual Property; Limited License to Use**

- a. All content available on the Site, including text, graphics, logos, images, and software, is owned by or licensed to Spring Lane and is protected by applicable intellectual property laws.
- b. Subject to these Terms and any other agreement between you and us, Spring Lane grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site solely for your internal business purposes solely in the manner enabled by us. Your license to access and use the Site is automatically revoked if you violate these Terms.
- c. No rights are granted by implication, estoppel, or otherwise, through the use of the Site or otherwise, except as expressly set forth in these Terms.

### **5. Privacy**

- a. In addition to these Terms, your use of the Site is subject to Spring Lane’s privacy policy, as may be updated by us from time to time in accordance with its terms (“**Privacy Policy**”), which is incorporated by reference into these Terms. To the extent applicable, additional disclosures for California residents or other jurisdictions may apply. For an explanation of our privacy practices, please visit our Privacy Policy located at [springlanecapital.com/privacy-policy](http://springlanecapital.com/privacy-policy).

## **6. Restrictions and Prohibited Uses**

- a. As a condition of your use of the Site, you will not access or use the Site for any purpose that is unlawful or otherwise prohibited by these Terms.
- b. You may not: (a) reproduce, distribute, modify, or create derivative works from the Site; (b) use any automated means (including bots, scrapers, or spiders) to access the Site; (c) interfere with the operation or security of the Site; or (d) remove or alter any copyright, trademark, or proprietary notices.
- c. Any use or attempted use of the Site (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) that could interfere with any other party's use and enjoyment of the Site, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by Spring Lane to be made accessible to a user, or (vi) to obtain or attempt to obtain any materials or information through any means not intentionally made available by Spring Lane, or (vii) for any use other than the purpose for which it was intended, is prohibited. Except as may be expressly limited by the Privacy Policy, Spring Lane reserves the right at all times to disclose any information as Spring Lane deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Spring Lane's sole discretion.
- d. We have the right, but not the obligation, to monitor and record activity on the Site and respond as we deem appropriate, and it will do so in accordance with applicable law including data privacy laws. We may monitor and record activity on the Site, and we may process your personal information when doing so, as set forth in the Privacy Policy. We may investigate any complaint or reported violation of our policies. We may report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials, or other persons or entities that we deem appropriate. We may issue warnings, suspend or terminate use of the Site, deny access to all or part of the Site, or take any other action that we deem appropriate.

## **7. Links to Third-Party Websites**

- a. Hyperlinks to other internet websites may be included at times on the Site as a convenience to the user, and the inclusion of these links does not imply an affiliation with or endorsement, sponsorship, representation, or warranty by us with respect to any such linked websites or the content, products, or services contained or accessible through such websites or their operators. We do not make any representations as to the accuracy, timeliness, suitability, completeness, or relevance of any information prepared by any unaffiliated

third party, whether linked to the Site or incorporated herein, and takes no responsibility therefor.

- b. We do not review or monitor any websites linked from or to the Site and are not responsible for information on any such website, or the security of any such website, that is referred in, accessible, or connected by hyperlink to, the Site. We will not be liable for any information, materials, products, services, software, or links found at or obtained on any other website, internet location, or source of information, nor for your use of such information, materials, products, services, software, or links, nor for the acts or omissions of any such websites or their respective operators. If you access any third-party website through the Site or otherwise, you do so at your own risk.

## **8. Disclaimer of Warranties**

- a. SPRING LANE MANAGEMENT LLC, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, PRINCIPALS, SHAREHOLDERS, MANAGERS, CONTROLLING PERSONS, EMPLOYEES, AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING, OR SPEED OF DELIVERY.
- b. Your access to and use of the Site is at your own risk. Spring Lane does not warrant or represent and disclaims all responsibility and liability for:
  - i. the completeness, accuracy, availability, timeliness, and security, of this Site;
  - ii. any harm to your computer system, loss of data, or other harm that results from your access to or use of this Site;
  - iii. the operation or compatibility with any other application or any particular system or device; and
  - iv. whether this Site will meet your requirements or be available on an uninterrupted, secure, or error-free basis.
- c. The Site and all information or materials are provided “as is” and “as available.”

## **9. Limitation of Liability**

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SPRING LANE MANAGEMENT LLC BE LIABLE TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES, INCLUDING ANY DIRECT, BUT NOT LIMITED TO PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER

INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE, OR MISUSE OF THE SITE, OR ANY LOSS OF DATA OR PROFITS, OR ANY DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY ASSET OR ANY OTHER DAMAGES OR LOSSES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION, OR ANY CONTENT OBTAINED THROUGH USE OF THE SITE. THIS IS TRUE EVEN IF SPRING LANE MANAGEMENT LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

- b. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT PAID BY YOU FOR ACCESSING THE SITE AND \$100.00 USD.

## **10. Indemnification**

- a. As a condition to your use of the Site, you agree to indemnify and hold harmless (and, at our option, defend) Spring Lane and its affiliates, and its and their respective officers, directors, employees, and agents against any and all claims, liabilities, losses, damages, costs or other expenses (including attorneys' fees) that may arise directly or indirectly out of or from or in connection with your breach of these Terms and/or your use of the Site or resulting from any action (or inaction) you take or decision you make in reliance on the information contained on the Site.

## **11. Governing Law and Venue; Waiver of Class Action**

- a. The laws of the Commonwealth of Massachusetts, without regard to its principles of conflict of laws, will govern these Terms (including any disputes concerning or related to these Terms).
- b. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Boston, Massachusetts, in all disputes arising out of or relating to the use of this Site.
- c. If you elect to access or use the Site from outside of the United States, we make no representations or warranties that the materials on this Site are appropriate or available for use in such locations.
- d. Any claims brought by you or us must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these Terms. You hereby

waive any and all rights to bring any claims related to these Terms or our Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on your own behalf.

## **12. Accessibility**

- a. Spring Lane recognizes the importance of providing an east to use Site that is accessible to everyone.
- b. This Site includes the following accessibility features: a wide range of screen resolutions; increased contrast between background and text for readability purposes; and page structure that is easy to navigate through a clear and use-friendly menu that is visible on each page of the Site.
- c. Spring Lane believes that this Site meets the requirements of the Level 1 and 2 criteria of the World Wide Web Consortium Web Accessibility Initiative (WAI) 2.0 guidelines.
- d. If you have any questions or concerns regarding the accessibility of this Site, please contact us using the Contact Information set forth in **Section 14** below.]

## **13. Miscellaneous**

- a. You may not assign, delegate or otherwise transfer these Terms or your rights or obligations under these Terms without Spring Lane's prior written consent. Any attempted assignment or other transfer in violation of this provision shall be null and void. These Terms shall bind and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees and permitted assigns.
- b. These Terms and the Privacy Policy represent and constitute the entire agreement between Spring Lane and you relating to the subject matter hereof.
- c. If any term or provision hereof is deemed invalid, void, or unenforceable either in its entirety or in a particular application, the remainder of these Terms shall nonetheless remain in full force and effect.
- d. We and you are independent contractors and are not partners, joint venturers, agents, employees or representatives of each other.
- e. These Terms may have changed since your last visit. Spring Lane reserves the right to modify these Terms in our sole discretion at any time without prior notice to you other than by posting the revised Terms on our Site. If Spring Lane modifies these Terms, such changes will be effective upon posting. Your continued use of the Site constitutes acceptance of the revised Terms.
- f. Headings and captions throughout these Terms are for convenience only and should not be considered part of these Terms. The word "including" means "including without limitation", except where the context otherwise requires.

## **14. Contact**

- a. If you have questions or concerns regarding these Terms, please contact us at [info@springlanecapital.com](mailto:info@springlanecapital.com).

