## **TERMS OF USE AND REGULATORY INFORMATION**

# VISITORS TO THE ROCK ISLAND CAPITAL, LLC WEBSITE ARE REQUESTED TO READ THE FOLLOWING:

Thank you for visiting the website of Rock Island Capital, LLC ("Rock Island Capital"). By accessing this website, you acknowledge and agree to accept the following terms and conditions of use ("Terms of Use"), which may be updated by Rock Island Capital at any time. Any updates to the Terms of Use will be posted here and are effective upon posting. As Rock Island Capital is under no obligation to alert the users of its website to such updates, you should consult this Terms of Use page each time you visit the website.

If you have any questions or comments about the Terms of Use, please contact us at through the Contact Us page or at (630) 413-9136.

## 1. Use of Website and Content

All content and information, and all trademarks, logos, copyrights and other intellectual property displayed on the website is owned by Rock Island Capital or others. By visiting this website, you agree to not use any website content commercially, forward it as a mass distribution, post it on another site, or otherwise copy, distribute, download or modify any portion of it without advance permission. Other trademarks, service marks, images and logos may be owned by other parties, who may or may not be affiliated with Rock Island Capital. Nothing on this website shall be interpreted as granting, by implication, estoppel or otherwise, any license or right to use any content on this website without the written permission of Rock Island Capital or such other third party that may own such content. All rights not expressly granted are reserved.

# 2. Regulatory Disclaimers

Rock Island Capital is an investment adviser registered with the United States Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, as amended. Registration of an investment adviser with the SEC does not imply a certain level of skill or training. Further information about Rock Island Capital is also available in Form ADV Part 2, filed with the SEC, available at www.adviserinfo.sec.gov.

All information contained on this website is for informational purposes only. Statements contained on this website that are not historical facts are based on current views, forward-looking expectations, estimates, projections, opinions and/or beliefs of the Rock Island Capital team. Such statements involve risks, uncertainties and other factors. You should not rely on these statements as if they were facts.

The investments and strategies discussed throughout the website may not be suitable for all investors and are not obligations of or guaranteed by Rock Island Capital or any of its affiliates. Nothing on this website is to be construed as a solicitation to offer investment advice or services. Nothing on this website is to be construed as a solicitation to offer investment advice or services. Information about

investing in Rock Island Capital funds is only available in the form of private placement memoranda and other offering documents. These documents contain information to help investors evaluate Rock Island Capital funds' investment objectives, risks, fees and expenses, among other factors, before considering an investment. By using this website, you agree that Rock Island Capital is not liable for any action you take or decision you make in reliance on any website content.

Past performance is no guarantee of future results and no representation is made that Rock Island Capital's funds will or are likely to achieve results that are similar to those of Rock Island Capital's previous funds. Prior investments may have been made under different market, economic or other conditions than those in which future investments and/or strategies will be pursued, and as a result may not be replicated. Investors may lose part or all of their investment capital or face various other risks as described in the applicable offering documents.

The title "Operating Advisor" is not intended to indicate status as a partner, principal or employee of Rock Island Capital or other Rock Island Capital affiliate. Operating Advisors provide expertise to Rock Island Capital and its portfolio companies. Some are independent contractors or employees of current or former portfolio companies and have business or investment activities unrelated to Rock Island Capital.

## 3. Linked Sites and Third-Party Information

Certain links, including links to portfolio company websites, are provided on this website. These links are provided as a convenience and do not imply Rock Island Capital's sponsorship or approval of any of these websites or their content. Rock Island Capital has no control over or responsibility for other websites that may be accessible from this website, the contents thereof, their security or privacy policies, or any products/services that may be offered by them. If you access any third-party website through this website or because it is referred to in this website, you do so at your own risk. Links to or from this website do not constitute an endorsement by Rock Island Capital of the parties or businesses which are so linked. Rock Island Capital encourages you to review the privacy policies and user agreements of all other websites that you visit as such policies and agreements will govern your use of those websites.

## 4. Representations and Limitations of Liability

All website content is provided "as is" and "as available." Rock Island Capital makes no representations about the reliability of the website, its content, or any other website features. Rock Island Capital and its affiliates disclaim all liability in the event of claims, losses or damages arising out of or in connection with any access, use or distribution of the website. Rock Island Capital, its affiliates and their respective officers, directors, managers, partners, members, shareholders, employees, affiliates and agents are not responsible for any damages or injury, including but not limited to special, indirect, incidental or consequential damages, that result from your use of (or inability to use) this website, including any damages or injury caused by any failure of performance, error, omission, interruption, defect, delay in operation, computer virus, line failure, or other computer malfunction. You understand and agree that your use of this website is predicated upon your waiver of any right to

sue us or our affiliates or any of our or their respective officers, directors, managers, partners, members, shareholders, employees, affiliates and agents directly or to participate in a suit for any losses or damages resulting from your use of this site.

## 5. Governing Law, Jurisdiction and Severability

These Terms of Use will be governed by and construed in accordance with the laws of Illinois without regard to conflicts of laws principles. By using this website, you hereby agree that any and all disputes regarding these Terms of Use will be subject to the courts located in DuPage County, Illinois and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of any such dispute or action. You must commence any cause of action you may have with respect to your use of this website within one year after the claim or cause of action arises or such claim or cause of action will be deemed to have been waived. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. The failure of Rock Island Capital to enforce the strict performance of any provision of these Terms of Use shall not be a waiver by Rock Island Capital of its right to subsequently enforce such provision or any other provision or provisions of these Terms of Use.