## TERMS OF USE

## **EFFECTIVE AS OF JANUARY 4, 2022**

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- 3. **USER OBLIGATIONS.** By accessing or using the Site, you represent and warrant that you are at least eighteen years of age (or the legal age of majority, whichever is greater) and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on or through the Site, including, without limitation, when you provide information via a Site registration or submission form. If you are accessing or otherwise using the Site on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this TOU and acknowledge that this TOU provides only a single license to use the Site to an individual person (and that additional individuals from the same entity will need to separately agree to this TOU). In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Site. You also acknowledge and agree that use of the Internet and the Site is solely at your own risk.
- 4. **ACCOUNT.** Registration for access to and use of member areas or tools of the Site may require access credentials, such as a username and password, or adherence to other particular access requirements as designated by Lexington National in its sole discretion from time to time. You hereby agree to consider and maintain your access credentials as confidential information. You shall immediately notify Lexington National if you suspect or become aware of any loss or theft of or unauthorized use of your access credentials.
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- 6. **OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions may apply to survey participation, payment, SMS (short message service) communication, or participation in a program or event. You agree to abide by such other notices, terms, and conditions, as applicable. If there is a conflict between this TOU and these additional notices, terms, and conditions, Lexington National shall resolve any conflict in good faith in its sole discretion, but the latter terms shall generally control with respect to their respective subject matter.
- 7. **FEEDBACK.** Lexington National welcomes your feedback and suggestions about Lexington National's services, product offerings, or with respect to how to improve the Site. By transmitting any suggestions, information, material, or other content (collectively, "Feedback") to Lexington National, you represent and warrant that you own all rights to such Feedback and the Feedback does not infringe or violate the rights of any third party. In addition, the submission of Feedback will include an irrevocable, perpetual, royalty-free license for Lexington National to use such Feedback in any manner, for any purpose in furtherance of Lexington National's mission, and in any medium.
- 8. **PRIVACY POLICY.** Please see Lexington National's <u>Privacy Statement</u> for a summary of Lexington National's personal information collection and use practices.
- 9. **LINKS TO OTHER SITES.** Lexington National may provide links, in its sole discretion, to other third-party websites or provide access to a third-party page(s) on a social media platform(s). Such other sites or pages, including social media platforms, are maintained by third parties over which Lexington National exercises no control. These links do not imply an endorsement with respect to any third party or the information, products, or services provided by any third party unless Lexington National expressly states otherwise.
- 10. **DISCLAIMER.** THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. LEXINGTON NATIONAL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 11. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PROVIDED BY LAW, YOU EXPRESSLY ABSOLVE AND RELEASE LEXINGTON NATIONAL AND ITS AFFILIATED ENTITIES FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND LEXINGTON NATIONAL'S CONTROL. MOREOVER, IN NO EVENT SHALL LEXINGTON NATIONAL OR ITS AFFILIATED ENTITIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE OR WITH THE DELAY OR INABILITY TO USE THE SITE, EVEN IF LEXINGTON NATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF LEXINGTON NATIONAL OR ANY OF ITS AFFILIATES FOR BREACH OF THIS TOU IS CESSATION OF USE OF THE SITE AND FOR ANY OTHER REASON RELATED TO YOUR USE OF THE SITE WHATSOEVER FOR AN AMOUNT NOT EXCEEDING ONE HUNDRED DOLLARS.
  - SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION, OR LIMITATION OF CERTAIN WARRANTIES, CONDITIONS, LIABILITIES, AND DAMAGES AND, ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LEXINGTON NATIONAL'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- 12. **ENFORCING SECURITY.** You may not use the Site or any of Lexington National's data, systems, network, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior including, without limitation, accessing or using Lexington National's data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of Lexington National's system or network, circumventing any security or authentication measures, monitoring any data or traffic, interfering with any services, collecting or using from the Site email addresses or other

identifiers, collecting or using from the Site information without the consent of Lexington National (herein or otherwise), using any false, misleading, or deceptive TCP-IP packet header information, using the Site to distribute software or tools that gather information, distributing advertisements, or engaging in conduct that is likely to result in retaliation against Lexington National or its data, systems, or network. Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Lexington National reserves the right to view, monitor, and/or record activity on the Site in order to maintain security of the Site. Such recorded activity is subject to review by law enforcement organizations. Lexington National will also comply with all court orders or subpoenas involving requests for information. Lexington National reserves the right at any time to suspend or terminate operation of or access to the Site or any portion of the Site.

- 13. **INJUNCTIVE RELIEF.** You agree that Lexington National shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU. Accordingly, you hereby waive any requirement that Lexington National post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Lexington National to enforce any provision of this TOU.
- 14. **TERM AND TERMINATION.** This TOU will take effect (or re-take effect) at the moment you check the box certifying that you have read, understand, and agree to abide by the terms and conditions of the Site, otherwise register to use the Site, respond through the Site to a request for information, and/or begin downloading, accessing, or using the Site, whichever action or event is earliest. Lexington National reserves the right at any time and on reasonable grounds to deny your access to the Site or to any portion thereof and this TOU will also terminate automatically if you fail to comply with its terms and conditions, subject to the survival rights of certain provisions identified below. Termination will be effective without prior notice. You may also terminate this TOU at any time by ceasing to use the Site, but all applicable provisions of this TOU will survive termination, as identified below, and each re-access or use of the Site will reapply this TOU (then in effect) to you. Upon termination, you must destroy all copies of any aspect of the Site in your possession. The provisions concerning Lexington National's proprietary rights, Feedback, disclaimers (of warranty), limitations of liability, waiver and severability, entire agreement, injunctive relief, and governing law will survive the termination of this TOU for any reason.
- 15. **GOVERNING LAW.** The Site is controlled and operated by Lexington National from its offices within the United States. This TOU has been made in and will be construed and enforced in accordance with the laws of the State of Maryland as applied to agreements entered into and completely performed in the State of Maryland. Any action to enforce this TOU will be brought in the courts presiding in the State of Maryland, and all parties to this TOU expressly agree to be subject to the jurisdiction of such courts. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. A printed version of this TOU and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings.
- 16. **WAIVER & SEVERABILITY.** Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent default or failure of performance. No waiver by Lexington National of any right under this TOU will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers, venue, claim, and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOU shall continue in effect.
- 17. **ENTIRE AGREEMENT.** No joint venture, partnership, employment, affiliate, or agency relationship exists between you and Lexington National as a result of this TOU or your utilization of the Site. This TOU represents the entire agreement between you and Lexington National with respect to use of the Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Lexington National with respect to the Site. You may not

assign, delegate, or transfer any rights under this TOU without the prior written consent of Lexington National. Please note that Lexington National reserves the right to change the terms and conditions of this TOU by posting a revised TOU or mailing and/or e-mailing notice thereof to you. In addition, Lexington National may add, modify, or delete any aspect, program, or feature of the Site, but Lexington National is not under any obligation to add any upgrade, enhancement, or modification. Your continued use of the Site following any announced change will be conclusively deemed acceptance of any change to the terms and conditions of this TOU. Accordingly, please review this TOU on a periodic basis.

18. **CONTACT.** If you have questions regarding the Site or if you are interested in obtaining more information concerning Lexington National, please contact Lexington National at Privacy@LNIC.com.

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