

# **Terms of Use**

By using the Website (www.oldlinecap.com), you agree to these Terms of Use and our Privacy Policy. Please read them carefully.

Please read these Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <u>www.oldlinecap.com</u> and incorporated in these Terms of Use by reference. If you are using the Website on behalf of a business, that business accepts these terms. All information that we collect via the Website is subject to our Privacy Policy. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website. You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

### We can change these Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website after that time. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Website so you are aware of any changes to these Terms of Use.

#### We can change the information and functionality available on the Website.

We reserve the right to withdraw or modify all or part of the Website in our sole discretion without notice. We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

#### You may need to register on the Website to have access to certain functionality.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. All the information you provide must be correct, current and complete and is subject to our Privacy Policy, found herein.

#### You are responsible for keeping your user name and password confidential.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat that information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, 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 these Terms of Use.

### We own all intellectual property rights in and to the Website and its contents.

The Website and its entire contents, features and functionality (including all images, information, software, text, displays, video and audio, and the design, selection and arrangement thereof), are owned by us and our licensors or other providers and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us.

### You may only use the Website for your personal use.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of these materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution except as otherwise specifically permitted by these Terms of Use.
- You may use the images, tools and applications only as permitted by these Terms of Use.
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Except as specifically permitted by these Terms of Use, you must not modify copies of any materials from the Website; use any imagery, illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, which may include references and/or license information; or delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

# You may only use materials downloaded from the Website in accordance with the following terms.

If we provide a file for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use. You may not directly distribute, sell, or lease any part of the downloaded files. You are free to modify a downloaded file for your own use, as long as you credit us and any other sources named in our file in the creation of your new, derivative material.

## You may not use the Website in violation of applicable law or these Terms of Use.

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

- In any way that violates any applicable law or these Terms of Use.
- To exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send any promotional material, including any "junk mail", "chain letter" or "spam." To impersonate us or anyone else.
- To engage in any other conduct that may harm us or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to damage or disrupt any parts of the Website or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

# Any content you contribute to the Website or a social media platform is non-confidential and may be removed by us.

We welcome your feedback and suggestions about our products, services and the Website. By submitting any suggestions, questions, information, material or other content (collectively, "Feedback"), you represent and warrant that this Feedback does not infringe or violate the intellectual property or proprietary rights of any third party and that you have all rights necessary to convey to us and for us to use this Feedback. By providing any Feedback, you grant us and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties the Feedback for any purpose. All Feedback is considered non-confidential and non-proprietary.

## All Feedback is subject to our content standards.

Feedback represents the thoughts and opinions of the individual contributing the Feedback and does not necessarily reflect our opinion or endorsement. Where comments are welcomed, we encourage you to use the feature to contribute to the dialogue or share your Feedback. However, Feedback must comply with all applicable federal, state, local and international laws and regulations, be relevant to the post or topic to which you are commenting and be respectful of us and other users. Feedback must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other legal rights of any other person.
- Be likely to deceive any person.
- Promote any illegal activity or advocate, promote or assist any unlawful act.
- Misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities, including contests, sweepstakes and other promotions.
- Give the impression that they are endorsed by us or others if this is not the case.

We have the right to remove or refuse to post any Feedback for any or no reason in our sole discretion. However, we do not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

### We do not warrant the accuracy or completeness of the information posted on the Website.

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on the information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the materials by you or any other visitor to the Website or by anyone who may be informed of any of its contents.

### All information we collect about you on this Website is subject to our Privacy Policy.

By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### Other terms and conditions may apply to specific features of the Website.

Additional terms and conditions may also apply to specific portions, services or features of the Website. All additional terms and conditions are incorporated by this reference into these Terms of Use.

#### You may only link to the Website with our permission.

You may only link to the Website with our permission, and then you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in a way that suggests any form of association, approval or endorsement on our part without our express written consent.

# We are not responsible for the content on third party websites that may be linked to the Website.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the content of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for those websites.

#### We may provide links to social media features.

We may provide you with ways to access and share content across your social networks. All social media tools are covered by our Privacy Policy and the content standard set forth in these Terms of Use.

#### Your use of the Website is at your own risk.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES OF ANY KIND. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE INCLUDING ANY WARRANTY THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

We are not liable for any damages relating to your use of the Website.

IN NO EVENT WILL WE, OUR AFFILIATES OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, OR ANY CONTENT OR SERVICES ON THESE WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### You will reimburse us if we incur damages or costs as a result of your use of the Website.

You agree to indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Website or your violation of these Terms of Use.

#### These Terms of Use are governed by Maryland law.

Any dispute or claim arising from or related to the Website and these Terms of Use will be governed by and construed in accordance with the laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website must be instituted exclusively in the federal courts of the United States or the courts of the State of Maryland in each case located in the City of Baltimore and County of Baltimore although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by these courts and to venue in these courts.

### These Terms of Use are subject to the following general provisions.

These Terms of Use, including our Privacy Policy and other terms incorporated by reference, constitute the sole and entire agreement between you and us with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

No waiver by us of any term or condition set forth in these Terms of Use will be deemed a further or continuing waiver of that term or condition or a waiver of any other term or condition, and our failure

to assert a right or provision under these Terms of Use will not constitute a waiver of that right or provision.

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

# Privacy Policy.

Old Line Capital Partners LLC ("Company,""we" or "us") respects your privacy and is committed to protecting it through our compliance with this policy (this "Privacy Policy"). This Privacy Policy describes the types of information we may collect from you or that you may provide to us when you visit digitalglobe.com or any other website operated by us (each, a "Website"), use the products that we offer via our online platforms (each, a "Platform") or otherwise in the course of our interactions, whether online or offline, and our practices for collecting, processing, maintaining, protecting and disclosing that information. Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it.

This policy applies to information we collect:

- On a Website or via a social network platform.
- In email, text, forms submissions and other electronic messages between us.
- Through applications you download from a Website.
- Digitally or manually at trade shows and other conferences.
- Through the products that we offer via our online Platforms.
- Through the resources that we offer via our online Platforms.
- From any other interactions we may have, whether online or offline, including, without limitation, your response to any posting for potential financing or related communication.

This Privacy Policy does not apply to information collected by a third party, such as your internet service provider or the browser you use.

By using the Website or Platforms you agree to this Privacy Policy.

By using a Website, a Platform or providing your information through other interactions with us, you accept and agree to be bound and abide by this Privacy Policy. If you do not agree to this Privacy Policy, you must not access or use any Website or Platform or provide any information to us.

We can change this Privacy Policy.

We may revise and update this Privacy Policy from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of our Websites, Platforms and any other interactions after that time. Your continued use of a Website or a Platform, or continued interaction and communication with us, following the posting of a revised Privacy Policy means that you accept and agree to the changes. Check this page each time you access a Website or a Platform so you are aware of any changes to this Privacy Policy.

We may collect information about you.

We collect several types of information from and about you, including:

- Personally identifiable information, such as name, postal address, email address, telephone number, company and title, each classified as "Personal Information".
- Information about your internet connection, the equipment you use to access the Website or Platforms and usage details.

We collect this information directly from you when you provide it to us or automatically as you navigate through a Website or Platform.

The information we collect on or through our Websites or Platforms or your other interactions with us, may include:

- Information that you provide by filling in forms on a Website, entering a contest or promotion, responding to surveys or reporting a problem with a Website.
- Correspondence information, such as name, phone numbers, company and email addresses.
- Details of commercial transactions you carry out through a Website or Platform.
- Your search queries on a Website or Platform and usage of our tools.
- The files that you view or download via our Platforms.
- Suggestions, questions, information, material or other content, collectively "Feedback", posted on a Website or Platform.

We have a lawful basis to collect and process your Personal Information.

We only collect and process Personal Information where we have a lawful basis to do so. Your consent, fulfillment of the performance of a contract between us or a legitimate interest, such as providing a product or service to you, protecting our network, monitoring Website and Platform performance or processing and evaluating job applications, all provide a lawful basis for collecting and processing your information.

We use automatic data collection technologies to collect information about how you use a Website or Platform.

As you navigate through and interact with our Websites or Platforms, we may use automatic data collection technologies like cookies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to a Website or Platform, including traffic data, location data, logs and other communication data and the resources that you access and use on a Website or Platform.
- Information about your computer and internet connection, including your IP address, operating system and browser type.

A cookie (also known as a browser cookie) is a small file placed on the hard drive of your computer. You can control cookies through your browser settings and other tools. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of a Website or Platform. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to a Website or Platform. The information we collect automatically is statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways. It helps us to improve our Websites and Platforms and to deliver a better and more personalized service, including by enabling us to recognize you when you return to a Website or Platform.

Children under the age of 18 may not give us their Personal Information.

We do not knowingly collect Personal Information from children under 18. If you are under 18, do not provide any information on or through a Website or Platform or through any features/registration, including your name, address, telephone number, email address or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us at info@oldlinecap.com.

We use your information for a variety of purposes.

We use information that we collect about you or that you provide to us, including any Personal Information:

- To present a Website or Platform and its contents to you.
- To personalize your experience on a Website or Platform.
- To promote our products and services to you.
- To provide you with information, products or services that you request from us.
- To support your use of our Websites, Platforms and other products and services.

- To develop and improve our products and services.
- To fulfill any other purpose for which you provide it, such as company evaluation.
- To enforce our rights arising from any contracts entered into between you and us.
- To notify you about changes to a Website, Platform or any products or services we offer or provide though it.
- To comply with any court order, law or legal process.

We are careful about how we use and disclose Personal Information.

If we believe disclosure is necessary or appropriate to protect our rights, property, or safety of us, our customers or others, then we reserve the right to do so. You may unsubscribe from any marketing or promotional messages at any time by following the instructions on the message you receive or contacting info@oldlinecap.com.

We may disclose information we collect, including any Personal Information to our partners, subsidiaries and affiliates who are bound by contractual obligations, to protect your Personal Information and use it only for the purposes for which we disclose it to them, or to any other entity or organization with your consent.

We may disclose aggregated information from or about you without restriction as long as this information does not personally identify you.

We will not sell your Personal Information to a third party.

You may revoke your consent permitting the sharing of your Personal Information at any time by following the instructions on the message you receive or contacting info@oldlinecap.com. If for some reason we are unable to honor your request, we will provide an explanation as to why your request has been denied.

We do not share your Personal Information for third party marketing purposes.

We may use your information to market our products and services to you. However, we do not sell or share your Personal Information for third party marketing purposes unless you give us permission to do so.

We may transfer Personal Information across borders in accordance with applicable law.

We may transfer your Personal Information to several different countries. We implement legally compliant and appropriate safeguards to ensure the lawfulness and security of these transfers.

We may keep your information for so long as necessary.

We keep your information, including Personal Information, for so long as necessary to perform the purpose for which it was collected. We may retain information for longer, even after you stop using our products and services, to the extent reasonably necessary to comply with our legal obligations, maintain security, enforce our terms, resolve disputes and prevent fraud and abuse.

You have certain rights regarding your Personal Information.

You are entitled to exercise the following rights at any time by contacting :

- You may request access to your Personal Information as well as details on the processing of your Personal Information, such as what is collected and who may receive it. If we are unable to provide access within a reasonable timeframe, we will provide you with a date when the information will be provided.
- You may request changes or corrections to your Personal Information where it may be inaccurate or incomplete. We may not be able to accommodate a request to change information if we believe the change would violate any law or legal requirement, cause the information to be incorrect or if such information is needed to continue to provide products and/or services to you. Some information, such as Feedback posted by you for public viewing on a Website, may remain viewable in cached and archived pages or might have been copied or stored by other Website users.
- You may request restriction or erasure of your Personal Information if you feel the
  processing is inaccurate, unlawful, unnecessary or where you have objected to the
  processing. We may not be able to delete your Personal Information without also deleting
  your user account. We may reject your request if such request would interfere with our
  legitimate interest in processing your Personal Information.
- You may have the right to receive a copy of your Personal Information as well as a right to have it transferred to another data controller.
- You may withdraw your consent to processing for marketing purposes.

If you feel the processing of your Personal Information is unlawful, you are entitled to file a complaint with the appropriate supervisory authority for the protection of your Personal Information.

If you live in California, you have additional privacy rights.

California Civil Code Section §1798.83 permits users of the Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make a request, please send an email to or write us at 1300 W. 120th Avenue, Westminster, CO 80234, Attention: Data Privacy Officer.

We have implemented measures to protect the security of your Personal Information to the best of our abilities.

We have implemented appropriate organizational and technical measures designed to secure your Personal Information from accidental loss and unauthorized access and disclosure. We regularly monitor our systems in an effort to prevent security breaches. However, the transmission of information via the internet is not completely secure, and we cannot guarantee the security of your Personal Information transmitted to our Website or Platforms. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Websites, Platforms or in other interactions and communications from you to us, by any means or by any third party.

# Please contact us if you have comments and/or questions about these Terms of Use or our Privacy Policy.

The Website is operated by Old Line Capital Partners LLC 10632 Little Patuxent Pkwy, Suite 400 Columbia, MD 21044. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: <u>info@oldlinecap.com</u>

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