

General Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THIS SITE OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS SITE.

You are currently viewing a page of the chiltoncapital.com website or a related website (“*Site*”) belonging to Chilton Capital Management LLC or one of its direct or indirect subsidiaries (“*Chilton*”). These General Terms of Use (“*Terms of Use*”) govern your access to and use of the Site, including any content, functionality, and services offered on or through the Site (“*Services*”). “You” and “your” refer to any person who accesses or uses the Site or Services. The Site is intended for individuals who are at least 13 years old. If you are under the age of 13 years old, please do not access this Site.

Chilton reserves the right to modify these Terms of Use at any time without notice. Any change to these Terms of Use will be effective upon posting of such updated Terms of Use on the Site. The most current version of the Terms of Use will be available to you by clicking the link at the bottom of the Site. By continuing to access or use the Services after the date of any change to these Terms of Use, you agree to be bound by such terms contained in the most recent version of these Terms of Use. **Chilton reserves the right to modify or terminate the Services or to terminate your access to the Site, in whole or in part, at any time.**

Unauthorized use of Chilton’s Site and systems, including, but not limited to, unauthorized entry into Chilton’s systems, misuse of passwords or misuse of any other information, is strictly prohibited. You may not use this Site in any manner that could damage, disable, overburden, or impair any Chilton Site or service or interfere with any other party’s use and enjoyment of any Chilton Site or Service. You may not attempt to gain unauthorized access to any Chilton Site or service, computer systems or networks connected to any Chilton Site or Service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to this Site that are contrary to applicable laws or regulations.

Chilton reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on this Site and to suspend and/or deny access to this Site for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and materials on this Site may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and Chilton does not undertake any obligation or responsibility to update or amend any such information. Chilton may discontinue or change any product or service described in or offered on this Site at any time.

Disclaimer of Warranty and Limitation of Liability

The information, products and services on this Site are provided on an “AS IS,” “WHERE IS” and “WHERE AVAILABLE” basis. Chilton does not warrant the information or services provided herein or your use of this Site generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title,

non-infringement, merchantability or fitness for a particular purpose. Chilton will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via this Site. Although the information provided to you on this Site is obtained or compiled from sources we believe to be reliable, Chilton cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose. Neither Chilton, nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this Site, or resulting from the act or omission of any other party involved in making this Site, the data contained herein or the products or services offered on this Site available to you, or from any other cause relating to your access to, inability to access, or use of the Site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of Chilton or of any vendor providing software or services. In no event will Chilton or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if Chilton or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (*e.g.*, you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. Chilton cannot and does not guarantee continuous, uninterrupted or secure access to the Site. **Proprietary Rights**

All right, title and interest in this Site and any content contained herein is the exclusive property of Chilton, except as otherwise stated. Unless otherwise specified, this Site is for your personal and non-commercial use only and you may print, copy and download any information or portion of this Site for your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes in whole or in part any information, software, products or services obtained from this Site, except for the purposes expressly provided herein, without Chilton's prior written approval. If you copy or download any information or software from this Site, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such information.

Chilton, the Chilton logo and other Chilton trademarks and service marks referenced herein are trademarks and service marks of Chilton. The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Chilton or such third party, which may own the marks.

Pursuant to Section 512(c)(2) of the Copyright Act, Chilton designates the following agent to receive notifications of claimed infringement: A. Chris St. Paul, Chilton Capital Management LLC, 1177 West Loop South, Suite 1310, Houston, Texas 77027; phone: (713) 243-3225 fax: (713) 650-1739; compliance@chiltoncapital.com.

Use of Links

This Site contains links to third party websites. These links are provided only as a convenience. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Chilton of any information contained in any third party website. In no event shall Chilton be responsible for the information contained on that site or your use of or inability to use such site. You should also be aware that the terms and conditions of such site and the site's privacy policy may be different from those applicable to your use of this Site.

Securities Products

None of the information contained in this Site constitutes a recommendation, solicitation or offer by Chilton or its affiliates to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service. The information contained in this Site has been prepared without reference to any particular user's investment requirements or financial situation. Certain transactions give rise to substantial risk and are not suitable for all investors. Prior to the execution of any transaction by you involving information you received from this Site, you should consult your business advisor, attorney and tax and accounting advisors with respect to the price, suitability, value, risk or other aspects of any stock, mutual fund, security or other investment. Pricing and other information generated through the use of data or services made available herein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. The information and services provided on this Site are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where Chilton is not authorized to provide such information or services. Some products and services described in this Site may not be available in all jurisdictions or to all clients.

Privacy & Cookies

Chilton may process personal data as part of and/or in connection with your access and/or use of this Site. This includes using cookies and similar technology to collect information about your use of our Site and your preferences.

To find out more information about how Chilton processes personal data, how we use cookies and how to reject cookies, see [Our Digital Privacy & Cookies Policy](#).

By accessing or using this Site you consent to Chilton processing personal data and using cookies as further detailed in [Our Digital Privacy & Cookies Policy](#). You acknowledge and agree that if you choose to reject our cookies, some or all parts of the Site may not function properly or may not be accessible.

Choice of Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms of Use shall be in an appropriate state or federal court located in the County of Harris, State of Texas and the parties unconditionally waive their respective rights to a jury trial. Any cause of action you may have with respect to your use of this Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect. These Terms of Use constitutes the entire agreement between Chilton and you with respect to this site and it supersedes all prior or contemporaneous communications, agreements and understandings between Chilton and you with respect to the subject matter hereof. Chilton and you acknowledge and agree that unless expressly included in any other agreement between Chilton and you the requirements of the E-Commerce Directive (00/31/EC) as implemented are excluded to the fullest extent permissible by law. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings.