



Kayne Anderson Rudnick

Legal Notice: Terms and Conditions of Use

Terms of Use. By using this site, you agree to the following terms: Information on This Web Site

The information contained on this site does not constitute an offer or solicitation for the sale of any security or any other product or service by Kayne Anderson Rudnick Investment Management, LLC ("KAR"), or Virtus Investment Partners, Inc. or its subsidiaries (collectively, "Virtus"). Content is provided for informational purposes and should not be construed as a substitute for legal or financial advice from a professional advisor. No information that we are providing on this site shall be considered to be or is advice on which you may rely as the primary basis for your investment decisions. You need to make your own decisions, with whatever third-party advice you wish to obtain, and you are not authorized to rely on any information provided on this site as advice that is a primary basis for your decisions. KAR and Virtus make no representation that the securities or services described on this site are suitable for any specific investor or type of investor. KAR and Virtus expressly confirm, and by proceeding to use this site you acknowledge, that neither KAR nor Virtus has made or is making a recommendation, or has provided or is providing investment advice of any kind whatsoever (whether impartial or otherwise), or is giving any advice in a fiduciary capacity, in connection with your use of this site in reaching any decision you may make to invest in any products or otherwise proceed with us. Further, if you engage or have engaged KAR or any of its affiliates to serve as your investment adviser, by proceeding to use this site you acknowledge that your use of this site is outside the scope of that relationship, and that making the contents of this site available does not constitute the provision of advice to you by such investment adviser.

By proceeding to use this site, you agree not to hold KAR, any of its affiliates, or its third party content providers liable for any possible claim for damages arising from any decision you make based on information made available to you through this site.

Restrictions on Use

Your use of the materials on this site, including content, documents, products, software, graphics and text, and all software, design, programming techniques and documentation used to operate and support the site, is subject to these terms. You may download material displayed on this site to your computer and you may print, email or distribute one copy of the information contained on this site solely for your own personal use provided you do not remove any copyright, trademark or other proprietary notices contained on the materials. Except as authorized in writing by KAR or Virtus, no materials from this site or any Web site owned, operated, licensed or controlled by KAR or Virtus may be copied, reproduced, duplicated, republished, uploaded, posted, transmitted, hyperlinked or distributed in any way.

Where We Are Authorized To Conduct Business

Neither KAR nor any other Virtus affiliates are authorized to do business in every jurisdiction. In addition, the products and services described on this site are not available in jurisdictions. No content of this site constitutes, or may be interpreted as, an indication otherwise. If you are interested in the products and/or services discussed in this site, you should contact KAR to determine whether they are available in your jurisdiction.

Our Privacy Policy

KAR is firmly committed to maintaining the privacy of all visitors to our site. For more information, see our [privacy notice](#).

Modification of This Site and Materials

KAR may, at any time and for any reason, stop making this site available and/or remove and discard any materials within it. Further, KAR and Virtus shall not be liable to you or any third party for any modification, suspension or discontinuance of the site.

Links

This site may provide, or third parties may provide, links to other Web sites or resources. KAR and Virtus have no control over such sites and resources, are not responsible for their availability, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from them. KAR and Virtus shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of such sites or resources. Your use of such sites or resources shall be subject to the terms and conditions set forth by them.

Proprietary Rights Retained

All rights, title and interests in and to the site and its materials, including, but not limited to, all patent rights, copyrights, trade secrets, trademarks, site marks and other inherent proprietary rights, are retained by KAR or Virtus or their licensors. Except as expressly authorized by them herein, you agree not to make, copy, display, modify, rent, lease, license, loan, sell, distribute or create derivative works of the site or its materials in whole or in part. Any modification of the site or its materials for any purpose is in violation of these terms.

Trademark Information

The KAR and Virtus Investment Partners names and logo marks are trademarks and service marks of KAR and Virtus Investment Partners, respectively, and may not be displayed or otherwise used in any manner without the prior written consent of Virtus Investment Partners. All other trademarks not owned by KAR or Virtus that appear on this site are the property of their respective owners.

Disclaimer of Warranties

This site and its materials are provided "as is" and "as available" and without warranties of any kind, either express or implied, including, but not limited to, implied warranties of accuracy, completeness, non-infringement, merchantability and fitness for a particular purpose, including, without limitation, whether any insurance or other product described on the site is appropriate to meet your needs. Without limitation of the foregoing, KAR and Virtus make no warranty that (i) the site will meet your requirements; (ii) the site will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from use of the site will be accurate or reliable; (iv) the quality of any products, sites, information, or other material obtained by you through the site will meet your expectations; or (v) any errors in the site will be corrected. Any material viewed, downloaded or otherwise obtained through the use of the site is done solely at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the viewing or download of any such material. No information provided to you through this site shall be the basis for any warranty between you and KAR or Virtus.

Limitations of Liability

KAR, Virtus and their respective officers, directors, employees, consultants and contractors shall not be liable for any damages, losses, costs or injuries suffered as a result of or in relation to this site or its materials, your use of either of the foregoing, or your breach of these terms or restrictions. In no event shall KAR or Virtus be liable for any indirect, punitive, special, incidental, or consequential damages (including, without limitation, loss of sales, business, revenue, profit, use, data or other economic advantage), however it arises, whether for breach of contract or in tort, even if KAR or Virtus has been advised of the possibility of such damages. In no event shall KAR or Virtus be liable to you for damages greater than \$50 in aggregate.

Indemnification

You shall indemnify, defend and hold KAR and Virtus harmless from and against all claims, actions, liabilities, damages, losses, debts, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to (i) your use or modification of this site or its materials; (ii) any information content or materials submitted or provided by you; or (iii) your breach of any of these terms or restrictions.

Submissions

To avoid any misunderstandings as to ownership or compensation, this site should not be used to submit ideas, suggestions or materials (collectively, submissions) to KAR or Virtus. Employees, consultants and other representatives of KAR and Virtus have many creative ideas of their own, some of which may be similar to your submissions. In addition, while you may believe that your submissions

are novel or unique, it is possible that they are otherwise known by KAR or Virtus or within the financial or other industries. If, despite our request, you submit any submissions to KAR or Virtus via this site, such submissions shall become the property of KAR and you hereby assign to KAR, without further consideration, all of your rights, title and interests in and to the same, including, without limitation, any pertinent copyright, trade secret and any other intellectual property rights. Any additional or different terms of ownership or use submitted by you in connection with any such submission shall be void. In addition, KAR and Virtus shall be under no obligation of confidence with respect to any such submission and shall not be liable for any use or disclosure of the same.

Copyright and Copyright Agents

KAR respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; A description of the copyrighted work that you claim has been infringed; A description of where the material that you claim is infringing is located on the site; Your address, telephone number and email address; A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

KAR' Copyright Agent for notice of claims of copyright infringement on its site is:

Compliance Officer
Kayne Anderson Rudnick Investment Management, LLC
2000 Avenue of the Stars, Suite 1110
Los Angeles, CA 90067

General Information

You also may be subject to additional terms and conditions that may apply when you use subsidiaries' sites, third-party content or third-party software. These terms and the relationship between you and KAR shall be governed by the laws of the State of California and controlling United States federal law without regard to conflict of law provisions. The failure of KAR to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these terms shall remain in full force and effect. The section titles included in this statement are for convenience only and have no legal or contractual effect.

Changes to Terms

KAR reserves the right, in its sole discretion at any time, to change, modify, add to or delete portions of these terms and/or the Privacy Policy. You are bound by any such revisions and should periodically visit this page to review the most recent terms. Your continuing use of this site following the posting of any such changes, modifications, additions or deletions shall constitute your acceptance of and assent to the same. If you decide to utilize our products or services that are referred to on the site, the terms and conditions specified for the applicable product or service or other agreement with KAR will apply.



Kayne Anderson Rudnick

MOBILE TERMS & CONDITIONS

Effective Date: [Program Start Date]

[PROGRAM NAME IN BOLD]

Receive [type of message they receive] from [Program Name] through your mobile device. Text **JOIN** to [short code] to receive [X]text messages per month with [type of message they receive]. **Message and data rates may apply.**

By opting in to this service, you consent to receive mobile text alerts using an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services.

By signing up, you are confirming you are over the age of 13.

STOP Information

Text **STOP** to [short code] to stop receiving [Program Name] messages from [Company Name] (you will receive a confirmation text).

HELP Information

For additional information, text **HELP** to [short code] or contact [Customer Support Telephone Number].

Supported carriers are:

AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina - Manti, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush. T-Mobile is not liable for delayed or undelivered messages.

We take your privacy seriously. Please visit <https://kayne.com/wp-content/uploads/Privacy-Policy-March-2023.pdf> to review our privacy policy.