

# **PRIVATE PORTAL AGREEMENT**

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THIS IS A LEGAL CONTRACT.**

The MDC Private Portal Terms were last updated on February 12, 2025

## **Acceptance of Terms of Use**

The McDonald Development Company (“MDC”) Private Portal (“Portal”) is offered to you conditioned on your acceptance of the terms, conditions and notices contained herein (“the Terms”). By using the Portal you agree to these Terms. If you are not currently an actual investor in a company under common control, or otherwise affiliated, with MDC, any use by you of the Portal is prohibited.

## **Description of Service and License**

The Portal provides authorized users with access to certain project, financial, investment, and other related information published on the Portal. All information, documents and communications on the Portal are provided as a convenient resource to authorized Portal users and may be used for informational purposes only for the authorized user’s registered account. MDC grants to users a personal, non-exclusive, non-transferable, non-sublicenseable, limited, and revocable license to use the Portal in accordance with these Terms.

The information on this Portal is for informational purposes only and is subject to change without notice. Products and services described in this Portal may not be suitable for all users. The contents hereof do not constitute an offer or a solicitation to buy or sell any financial instrument, product or service.

Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from MDC. MDC do not guarantee the accuracy or completeness of any of the information provided and are not responsible for any loss resulting from your reliance on such information.

## **User Password and Security**

Using the Portal and its related services requires the use of a password and a user name. The confidentiality of your password and account is your responsibility. Any activities that occur under your account are your responsibility. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. It is prohibited to use anyone else's account without the express permission of that account holder.

You expressly absolve and release MDC, and its affiliates and agents, from any claim of harm resulting from a cause beyond our control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, computer viruses, unauthorized access, hacking, theft, operator errors, severe weather, earthquakes, natural disasters, strikes, wars, terrorist attacks, or governmental restrictions.

## **Accuracy of Content and Liability Disclaimer**

MDC will strive to use reasonable efforts to include accurate and updated information on the Portal; HOWEVER, YOU UNDERSTAND AND AGREE THAT MDC IS UNDER NO OBLIGATION TO DO SO. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MDC OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE PORTAL. YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE PORTAL.

## **Icons, Logos and Other Proprietary Material**

The trademarks, logos, and service marks displayed on the Portal are registered and common law trademarks of MDC. Nothing contained on the Portal should be construed as granting any license or right to use any trademarks without written permission.

## **Changes to Terms and Conditions of Use**

MDC may at any time modify the terms, conditions and notices under which the Portal is offered by updating this posting. You are bound to any such modifications and should periodically review the terms.

## **Confidentiality, Information Protection, and Protection of Data**

You undertake to treat all proprietary information and business secrets as confidential. You agree not to transmit or share any Portal data with unauthorized persons and to indemnify MDC against any claims arising from misuse or violation of these terms.

## **No Unlawful or Prohibited Use**

You are prohibited from using the Portal to damage, disable, or impair MDC's systems or interfere with others' use. Unauthorized access, hacking, unlawful or offensive postings are strictly prohibited.

## **Indemnification**

**YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD MDC AND ITS AFFILIATES HARMLESS FROM ALL CLAIMS ARISING OUT OF YOUR USE OR MISUSE OF THE PORTAL.**

## **Termination**

MDC may terminate or suspend your access to the Portal at any time without notice.

## **General**

These Portal Terms are governed by the laws of the State of Georgia, U.S.A. You consent to the exclusive jurisdiction of courts in Fulton County, Georgia. Any claim must be commenced within one (1) year after it arises.