

Terms of Use

INSTRUMENT PARTICULARS	
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SUPERSEDES	None
APPLIES TO	conqordcapital.com
GOVERNING LAW	Georgia, U.S.

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Acceptance and Incorporation

1.

1.1

These Terms of Use (these **TERMS**) govern access to and use of the website at conqord-capital.com (the **Site**), which is operated by Conqord Capital Partners, LLC (the **Firm, we or us**).

1.2

By accessing or using the Site you agree to be bound by these Terms, by the Disclosures and by the Privacy Policy, each of which is incorporated herein by reference. If you do not agree, you must not use the Site.

1.3

These Terms do not amend, and are subordinate to, the Offering Documents. In the event of conflict between these Terms and the Offering Documents in respect of an investment in the Fund, the Offering Documents govern.

Informational Purpose Only

2.

2.1

The Site is provided for general informational purposes. It is not an offer, a solicitation, a recommendation, or investment, legal, tax or accounting advice. Article 3 of the Disclosures applies in full to any use of the Site.

2.2

Nothing on the Site creates an adviser-client, broker-customer, fiduciary, agency or other professional relationship between you and the Firm.

Eligibility and Permitted Use

3.

3.1

You must be at least eighteen years of age and have legal capacity to enter into these Terms. If you use the Site on behalf of an entity, you represent that you are authorized to bind that entity.

3.2

You agree to use the Site only for lawful purposes and in accordance with these Terms.

3.3

You must not: (a) interfere with or disrupt the Site or the servers or networks on which it operates; (b) attempt to gain unauthorised access to any part of the Site, any account, or any related system; (c) use any robot, spider, scraper, crawler or automated means to access, harvest or index the Site or to extract contact details, save for the operation of generally available search engines in accordance with our robots file; (d) circumvent or attempt to circumvent any security or access control measure; (e) transmit any malicious code; (f) frame, mirror or reproduce the Site; or (g) use the Site to transmit unsolicited commercial communications.

Submissions

4.

4.1

Information you submit through the Site must be accurate, complete and not misleading. Where you state that you are an accredited investor or describe your connection to the Firm, you represent that the statement is true.

4.2

Submission of a form does not create an offer, a subscription, an acceptance, an advisory or client relationship, or any obligation on the part of the Firm to respond, to furnish any document, or to consider any property or proposal.

4.3

Property submissions, ideas, proposals and other unsolicited materials are received on a **non-confidential** basis. The Firm may already be evaluating similar opportunities, may have received the same opportunity from another source, and is under no obligation of confidentiality, compensation or attribution in respect of any such submission unless it has executed a written agreement providing otherwise.

4.4

You grant the Firm a non-exclusive, royalty-free license to use, reproduce and store any material you submit for the purpose of evaluating and responding to it and of meeting the Firm's record-keeping obligations.

Intellectual Property

5.

5.1

The Site and all text, graphics, photographs, layouts, designs, compilations, marks, logos and other material appearing on it (the **Content**) are owned by the Firm or its licensors and are protected by United States and international copyright, trade mark and other intellectual property law.

5.2

The names **Conqord** and **Conqord Capital**, together with the Conqord device mark, are trade marks of the Firm. Nothing on the Site grants any license or right to use them.

5.3

You may view, download and print Content for your own personal, non-commercial reference, provided that you retain all proprietary notices. Any other use, including reproduction, modification, distribution, republication, framing, or use in training or developing any machine learning or artificial intelligence system, requires the prior written consent of the Firm.

Third-Party Links and Services

6.

6.1

The Site contains links to third-party websites and services, including an investor portal operated by a third-party provider. Those links are provided for convenience only.

6.2

The Firm does not control and is not responsible for the content, availability, security, accuracy or privacy practices of any third-party site or service. Access to any third-party site is at your own risk and subject to that party's terms.

Disclaimer of Warranties

7.

THE SITE AND ALL CONTENT ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE FIRM DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, TIMELINESS, AND ANY WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED.

7.1

Without limiting the foregoing, the Firm does not warrant the accuracy or completeness of market, demographic or economic data obtained from third-party sources and appearing on the Site.

Limitation of Liability

8.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE FIRM NOR ITS AFFILIATES, PARTNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR ADVISERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR OPPORTUNITY, ARISING OUT OF OR RELATING TO THE SITE OR ANY RELIANCE UPON ITS CONTENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.1

Where liability cannot lawfully be excluded, the aggregate liability of the Firm arising out of or relating to the Site shall not exceed one hundred United States dollars (US\$100).

8.2

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, or any liability that may not lawfully be excluded or limited.

Indemnity

9.

9.1

You agree to indemnify, defend and hold harmless the Firm and its affiliates, partners, members, managers, officers, employees and agents from and against all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, arising out of or relating to your breach of these Terms, your misuse of the Site, or your violation of any law or of the rights of any third party.

Availability, Modification and Termination

10.

10.1

The Firm may at any time and without notice modify, suspend, withdraw or discontinue the Site or any part of it, and may impose limits on certain features or restrict access.

10.2

The Firm may amend these Terms at any time by posting an amended version. The date at the head of this document identifies the version in effect. Continued use following amendment constitutes acceptance.

10.3

The Firm may terminate or restrict your access to the Site at its discretion, including for breach of these Terms.

Governing Law; Venue; Dispute Resolution

11.

11.1

These Terms and any dispute, claim or controversy arising out of or relating to them or to the Site, whether in contract, tort or otherwise, are governed by the laws of the State of Georgia, without regard to its conflict of law principles.

11.2

The state and federal courts located in Fulton County, Georgia shall have exclusive jurisdiction, and you irrevocably submit to the jurisdiction of those courts and waive any objection on grounds of venue or forum non conveniens.

11.3

Any claim must be brought within one year after the cause of action accrues, failing which it is permanently barred, to the extent such limitation is permitted by law.

11.4

Each party waives, to the fullest extent permitted by law, any right to trial by jury and any right to participate in a class, collective or representative proceeding.

12. General

12.1

Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary or, failing that, severed, and the remaining provisions shall continue in full force.

12.2

No waiver. No failure or delay in exercising any right constitutes a waiver of it, and no single or partial exercise precludes further exercise.

12.3

Assignment. You may not assign or transfer these Terms. The Firm may assign them without restriction.

12.4

No third-party beneficiaries. Save for the indemnified persons identified in Article 9, these Terms confer no rights upon any third party.

12.5

Entire agreement. These Terms, the Disclosures and the Privacy Policy constitute the entire agreement between you and the Firm in respect of the Site and supersede all prior understandings.

12.6

Notices. Notices to the Firm shall be given to Conqord Capital Partners, LLC, 3343 Peachtree Road NE, Suite 2235, Atlanta, Georgia 30326; electronic mail info@conqordcapital.com.

Conqord Capital Partners, LLC, general partner of Conqord Capital, LP, a Delaware limited partnership.

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