



Terms of Service

Effective Date: May 17, 2024

These Terms of Service (these “Terms”) apply to all contents and information available within Livingston Street Capital, LLC’s (“Livingston,” “we,” “us,” or “our”) websites available at <https://livingstonstreetcapital.com/> (the “Site”). These Terms are a binding legal agreement between each user of the Site (“you”) and Livingston.

BINDING ARBITRATION

THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND LIVINGSTON MAY HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LIVINGSTON TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE REVIEW SECTION 11 (ARBITRATION AGREEMENT) FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH LIVINGSTON.

PLEASE REVIEW THESE TERMS CAREFULLY. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU ARE LOCATED IN THE UNITED STATES AND ACCEPT THE TERMS SET FORTH HEREIN. IF YOU DO NOT RESIDE IN THE UNITED STATES AND DO NOT ACCEPT SUCH TERMS, YOU MAY NOT ACCESS THE SITE.

1. CHANGES TO TERMS

The Effective Date of these Terms is set forth at the top of this webpage. We may change these Terms from time to time in our discretion. Changes will be posted to this webpage. We encourage you to return to this webpage frequently so that you are aware of our current Terms.

If there is any material change to your rights under these Terms, Livingston will provide you with notice of such change 30 calendar days prior to the changes going into effect. As part of this notice, Livingston may post a notice of the change on the Site in a clear and conspicuous manner for the 30-calendar day notice period. Livingston may also communicate the change via email or postal mail if this is the way that Livingston normally corresponds with you. Please note that your continued use of the Site, once this 30-calendar day period is over, indicates your agreement to the changes which were the subject of the notice. The amended Terms supersede all previous versions.

2. PRIVACY

Please review our [Privacy Policy](#) (“Privacy Policy”) which also applies to your use of the Site.

3. INTELLECTUAL PROPERTY

The Site, and the information, files, documents, text, photographs, images, audio, and video which it contains, and any material made available for download on the Site (collectively, the “Content”) are the property of us or our licensors, as applicable. The Site and Contents are protected by United States and international copyright and trademark laws. The Content may not be copied, distributed, modified, reproduced, published, or used, in whole or in part, except for purposes authorized or approved in writing by us. All rights not expressly granted herein are reserved to us and our licensors.

4. LICENSE

Livingston grants you a limited license to access and make personal use of the Site subject to these Terms. The Site and any part of it may not be reproduced, copied, framed, or otherwise exploited for any commercial purpose without the express prior written consent of Livingston.

5. LINKS TO EXTERNAL WEBSITES AND ONLINE SERVICES

Our Site may contain links to third-party websites and online services. Any access to and use of such third-party websites and online services is not governed by these Terms or our Privacy Policy but is instead governed by the terms of use and privacy policies of those third-party websites and online services, and we are not responsible for the information practices of such third-party websites and online services.

6. USER ACCOUNTS

You may register an account on the Site. You agree that the information you provide to us during the registration process and at all other times when you use the Site is accurate, current, and complete, and that you will keep it up-to-date at all times. If you provide any information that is, or that Livingston has reasonable grounds to suspect is, untrue, inaccurate, not current, or incomplete, Livingston has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

You are the sole authorized user of any account you create through the Site and are solely and fully responsible for all activities that occur under your account. You may not authorize others to use your account holder status, and you may not assign or otherwise transfer your account to any other person or entity. If you have reason to believe that your account is no longer secure, you must immediately notify us by contacting us at the contact information set forth at the end of these Terms. Livingston will not be liable for losses, damages, liability, expenses, and fees incurred by Livingston or a third party arising from someone else using your account regardless of whether you have notified us of such unauthorized use. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account.

7. SECURITY AND RESTRICTIONS

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, by (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Site or any portion thereof without authorization; or (d) introducing any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability;
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site;
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the materials on the Site;
- Use any manual process to monitor or copy any of the materials on the Site or for any other unauthorized purpose without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Site; or
- Otherwise attempt to interfere with the proper working of the Site.

8. USER SUBMISSIONS

Except for any personal information we may collect from you under the guidelines established in our Privacy Policy, any material, information, or other communication you transmit, upload, or post to the Site including any ideas, comments, suggestions, feedback, data, or the like ("Feedback") will be considered non-confidential and non-proprietary. Livingston will have no obligations with respect to the Feedback. Furthermore, you hereby assign to Livingston all intellectual property rights, and waive any moral, publicity, or similar rights you have in any Feedback. By submitting the Feedback to Livingston, you agree Livingston owns and is free to use the Feedback and any derivatives, without limitation and without any compensation to you, for any purpose whatsoever and in identifiable or de-identifiable form. Livingston and its designees will be free to copy, disclose, distribute, incorporate, commercialize, and otherwise use the Feedback and its derivatives and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes.

9. DISCLAIMER AND LIMITATION OF LIABILITY

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE IS PROVIDED BY LIVINGSTON ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIVINGSTON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE, INCLUDING AS TO NON-

INFRINGEMENT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL LIVINGSTON OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATSOEVER KIND ARISING OUT OF ACCESS TO OR USE OF THE SITE, SITE-RELATED SERVICES, OR ANY INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THE SITE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, INFORMATION CONTAINED WITHIN THE SITE, ANY LINKED SITE, OR ANY SERVICES USED THROUGH THE SITE IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU WITH RESPECT TO YOUR USE OF OUR SITE AND ANY SERVICES USED BY YOU THROUGH THE SITE IS ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE.

Any claims arising in connection with your use of the Site, or any services used through the Site, must be brought within one (1) year of the date of the event giving rise to such action occurred.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, and our respective officers, directors, employees, agents, and representatives from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms or from our termination of your access to or use of the Site. Such termination will not affect either party's rights or obligations, which accrued before the termination.

11. ARBITRATION AGREEMENT

Arbitration. Any dispute, controversy, or claim between us arising out of or relating in any way to these Terms or the Site will be resolved by binding arbitration, rather than in court, except that you or we (1) may elect to assert claims in, or transfer claims to, small claims court if your or our claims qualify, and (2) bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders. The Federal Arbitration Act and federal arbitration law shall apply to this arbitration agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages).

At least 30 days before beginning an arbitration proceeding, you must send an individualized letter personally signed by you, and identifying yourself by name and address, detailing your legal claims, the requested relief, and requesting arbitration to Livingston Street Capital, 555 East Lancaster Avenue Suite 620, Radnor, PA 19087 by certified mail, Federal Express, UPS, or USPS express mail (signature required). We will do the same; except in the event that we do not have a

physical address on file for you, by electronic mail to the last known address. Within 30 days of such notice, either party may respond to the letter with a request for an informal dispute resolution conference between the parties by video, with counsel present if the party is represented, and the parties agree to so conduct such conference personally and individually in good faith before initiating arbitration. All applicable claims or filing limitations period shall be tolled during the pendency of this pre-arbitration notice period.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its applicable rules unless otherwise stated herein. If AAA is not available to arbitrate, the parties will select an alternative arbitral forum.

You and we also agree to delegate the issue of arbitrability to a court of competent jurisdiction, rather than to the arbitrator.

If you are a prevailing party, you may seek reimbursement of your fees and costs. However, we may seek our attorney’s fees and costs if the arbitrator finds your claims to be frivolous or brought for an improper purpose or otherwise not satisfying Federal Rule of Civil Procedure 11. There will be only one arbitrator, not a panel.

You and we also agree that, if more than one dispute arises against a party regarding the same or substantially similar issues filed by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period, our respective claim(s) will be arbitrated in a coordinated fashion such that AAA shall (1) administer the arbitration demands together; (2) appoint one arbitrator for the coordinated demands; and (3) issue one set of filing and administrative fees due per side, one procedural calendar, and one hearing (if any) in a place to be determined by the arbitrator. To the extent the parties disagree on the application of the provisions of this paragraph, the disagreeing party shall advise AAA, and AAA shall appoint a sole standing arbitrator to determine the applicability of this paragraph and process. The Administrative Arbitrator’s fees shall be paid by us. This arbitration agreement will survive termination of the agreement.

Enforceability. If this arbitration agreement is invalidated in whole or in part, by either a court or by AAA (or another chose arbitral forum), then the entire arbitration agreement shall be null and void and either party may elect to proceed with the dispute in court. The parties agree that the exclusive jurisdiction in Section 12 (Governing Law; Jurisdiction) shall govern the claim.

Jury Trial and Small Claims Court. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders.

Class Action Waiver. Regardless of arbitrability, we each agree that any dispute resolution proceedings or lawsuits, whether in arbitration or in a court of law, will be conducted only on an individual basis and not in a class, or representative action. Therefore, you waive all rights to bring claims on behalf of a class of persons; however, you may still bring an individual claim for public injunctive relief and in small claims court. Nothing in this provision, however, should operate to

prevent the parties from settling claims on a class-wide basis or otherwise coordinating claims filed in arbitration.

12. GOVERNING LAW; JURISDICTION

These Terms shall be governed by the laws of the Commonwealth of Pennsylvania without regard to any conflict of law principles. Further, you and we agree to the jurisdiction of a state or federal court in the Commonwealth of Pennsylvania to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms (and any non-contractual disputes and/or claims relating to or arising in connection with it) and that is not subject to mandatory arbitration under Section 11(Arbitration Agreement) above.

13. MISCELLANEOUS

You represent and warrant that you shall comply with all laws and regulations that apply to your access and use of the Site and any Site-related services, including, but not limited to, any applicable national laws that prohibit the export or transmission of technical data or software to certain territories or jurisdictions.

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including the right to remove your account and any contents generated by you on the Site, block your access to the Site, and block IP addresses.

If any provision of these Terms is held to be unenforceable, the remaining Terms shall remain in full force and effect, and the unenforceable provision shall be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any right.

14. HOW TO CONTACT US

If you have any questions, comments, or notices regarding these Terms, please contact us at:

Livingston Street Capital
555 East Lancaster Avenue, Suite 620
Radnor, Pennsylvania 19087

info@livstreetcap.com