



## **JACKSON SQUARE PARTNERS TERMS OF USE**

Effective: January 1, 2018

These terms and conditions and all disclaimers herein (the “**Terms of Use**”) are a binding contract between users (“you”) and Jackson Square Partners, LLC (“**Jackson Square**,” “**we**” or “**us**”) and apply to the website located at <https://jspartner.com>, its content and to any other webpages owned and operated by us that link to these Terms of Use (collectively, the “**Services**”). These Terms of Use govern your use of and access to the Services. Please read and review these Terms of Use carefully before accessing or using the Services.

**Each time you use the Services, your use indicates your full acceptance of and agreement to abide by these Terms of Use in their current form. If you do not accept these Terms of Use, you may not use the Services and you agree that your sole and exclusive remedy is to discontinue use of the Services.**

Your compliance with these Terms of Use is a condition to your right to access the Services. Your breach of any provision of these Terms of Use will automatically, without the requirement of notice or other action, revoke and terminate your right to access the Services and you will be fully liable for conversion, misappropriation, trespass to chattels, and all other claims and causes arising from or relating to your continued use of the Services after such breach.

ARBITRATION NOTICE: THESE TERMS OF USE CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AGREE TO RESOLVE ALL DISPUTES ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES WITH JACKSON SQUARE THROUGH BINDING ARBITRATION, NOT IN A COURT, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

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### **No Investment Advice, Offer or Recommendations**

You acknowledge that the content of the Services is for general, informational purposes only and is not intended to constitute, and does not constitute, investment, strategic or other advice or an offer, solicitation, endorsement or recommendation to sell or buy any securities or other assets or promise to undertake or solicit business. You acknowledge that the content of the Services may not be relied upon in connection with any offer or sale of securities or other assets. An offer or solicitation will be made only through a final prospectus and other related documents with respect to a particular investment opportunity, and will be subject the terms and conditions contained in such documents, including the qualifications necessary to become an investor. In addition, no information, content or other materials contained on the Services should be construed or relied upon as investment, legal, accounting, tax or other professional advice.

You are solely responsible for evaluating the risks and merits regarding the use of the Services. If you would like investment, accounting, tax or legal advice, you should consult with your own financial advisors, accountants or

attorneys regarding your individual circumstances and needs. You agree that Jackson Square is not liable for any action you take or decision you make in reliance on any of the Services. Jackson Square will not treat users of the Services as its partners, clients, customers or investors by virtue of their accessing the Services. Jackson Square does not advise on the tax consequences of any investment.

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## Past Performance

**Past performance is not indicative of future results.** No representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

Any performance data or comments expressed on the Services are an indication of past performance.

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## Forward Looking Statements

Jackson Square makes no representations that any information provided via the Services is accurate, reliable, current or complete. Certain information on the Services may contain forward-looking statements, which reflect our views with respect to, among other things, our operations and financial performance. Such forward-looking statements are subject to various risks and uncertainties and speak only as of the date on which they are made. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from what may be indicated in these statements. You can identify these forward-looking statements by the use of words such as “outlook,” “indicator,” “believe,” “expect,” “potential,” “continue,” “may,” “should,” “seek,” “approximately,” “predict,” “anticipate,” “optimistic,” “intend,” “plan,” “estimate,” “aim,” “will” or the negative version of these words or similar expressions. Jackson Square undertakes no obligation to update publicly or revise any information on the Services, whether as a result of new information, future developments or otherwise. Opinions and any other contents of the Services are subject to change without notice.

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## Acceptable Use

You agree to only use the Services for the purposes for which they have been designed. You will comply with these Terms of Use and all applicable local, state, national, and international laws, rules, and regulations, and will not encourage or promote any activity that violates these Terms of Use.

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## Restrictions on Use

By accessing or otherwise using the Services, you agree that you will not under any circumstances:

- use the Services for any unlawful purpose or for the promotion of illegal activities;
- attempt to interfere in any way with the Services’ networks or network security, or attempt to use the Services to gain unauthorized access to any other computer system;
- interfere or attempt to interfere with the proper functioning of the Services;
- make any automated use of the Services, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- interfere with the function of the Services or restrict or inhibit any others from using the Services;
- bypass any measures we take to restrict access to the Services or use any software, technology, or device to scrape, spider, or crawl the Services or harvest or manipulate data;
- publish or link to malicious content;

- imply when linking from third party websites to the Services that Jackson Square has endorsed or is affiliated with such websites.

Jackson Square has the right (but not the obligation) to monitor the Services for any unauthorized or objectionable conduct and to take all appropriate actions in response, without notice to you. We may at any time revoke your right to use all or any portion of the Services. Jackson Square may investigate any complaint regarding a suspected violation of these Terms of Use, and may report any activity relating to the Services to regulators, law enforcement officials or other persons or entities that we deem appropriate.

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## **International Use**

The Services are operated and controlled by us in the United States, and, unless otherwise specified, are directed at residents of the United States. Despite the global nature of the Internet, Jackson Square makes no claims that the Services are appropriate or may be viewed or used outside the United States. Access to the Services from countries or territories where such access is illegal is prohibited. Jackson Square makes no representations that the transactions, products or services discussed on or accessible through the Services are available or appropriate for sale or use in all jurisdictions or by all users. Those who access the Services from outside the United States do so on their own initiative and are responsible for compliance with local laws, rules and regulations.

Jackson Square is exempt from the requirement to hold an Australian financial services license under the Corporations Act and is regulated by the Securities and Exchange Commission under United States laws, which differ from Australian laws. For Australian investors, the Services are intended to be accessed only by wholesale investors.

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## **Proprietary Rights**

The Services are the exclusive property of and owned by Jackson Square. The Services contain, and are protected by, copyrights, trademarks and other intellectual property rights owned by Jackson Square or third parties that have licensed their materials or provided services to us. Jackson Square reserves all of its intellectual property rights in the Services, and these Terms of Use do not grant you any right or license with respect to any such intellectual property. You agree not to sell, license, copy, reproduce, modify, republish, transmit, edit, adapt, create derivative works from, distribute or otherwise make unauthorized use of any such intellectual property from the Services without express written permission from Jackson Square. You may download or copy content on the Services only to the extent such download is expressly permitted in writing on the Services. If you download such content, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such content or alter or modify the content in your copies. You agree not to reverse-engineer, decompile, disassemble or otherwise attempt to extract or discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

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## **Notice of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the Services infringes your copyright, please send us a notice containing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activities and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate such material.
- Contact information for the notifying party, including name, address, telephone number, and email address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Please submit this notice to Jackson Square at 101 California Street, Suite 3750, San Francisco, CA 94111 or [info@jspartners.com](mailto:info@jspartners.com).

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### Third Party Content

The Services may contain references to names, marks, products or services of third parties, or hyperlinks to third party sites or information that Jackson Square does not monitor or control (“**Third Party Content**”). Such Third Party Content is provided solely as a convenience to you and our reference to it does not in any way constitute or imply endorsement, sponsorship or recommendation of the third party or the Third Party Content. Jackson Square has neither reviewed the Third Party Content nor is Jackson Square responsible for the practices or policies of such third parties with regard to the Third Party Content. Jackson Square makes no representations whatsoever regarding the Third Party Content and the use of Third Party Content is entirely at your own risk.

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### Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, ACCESS TO THE SERVICES, AND ALL RELATED CONTENT, SERVICES AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE OR THAT ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. JACKSON SQUARE DOES NOT WARRANT THAT ANY PART OF THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND SOLE RISK.

Without limiting the foregoing, we are not responsible or liable for the accuracy, usefulness, timeliness or availability of any information transmitted or made available via the Services, and are not responsible or liable for any error or omissions in that information. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all content, features and functions of the Services.

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### Limitation on Liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL JACKSON SQUARE, ITS MEMBERS, LICENSORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES OR AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT

LIMITED TO LOST PROFITS, TRADING LOSSES, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE, INTERNET FAILURE OR DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT RESULT FROM OR ARE RELATED TO USE OR LOSS OF USE OF THE SERVICES, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS. THIS IS TRUE EVEN IF JACKSON SQUARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL JACKSON SQUARE BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITY IN CONNECTION WITH YOUR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION OR MATERIALS ON THE SERVICES, EVEN IF JACKSON SQUARE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THIS LIMITATION INCLUDES DAMAGES TO OR FOR ANY VIRUSES THAT INFECT YOUR COMPUTER EQUIPMENT. IN THE EVENT OF ANY PROBLEM WITH THE SERVICES, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SERVICES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH HEREIN WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

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## Indemnity

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless JACKSON SQUARE, its members, licensors, officers, directors, managers, employees, agents, subsidiaries, parent companies and affiliates (the “**Indemnitees**”) from and against all third party complaints, charges, claims, losses, expenses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services and (b) your breach of these Terms of Use.

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## Arbitration, Class Waiver and Jury Waiver

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

a. **Applicability of Arbitration Agreement.** You expressly agree that all claims and disputes arising out of, relating to, or in connection with these Terms of Use or use of the Services will be finally resolved by binding arbitration on an individual basis. Notwithstanding the foregoing, you and Jackson Square are not required to arbitrate claims and disputes concerning equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, patents, or for the unauthorized use of the Services or any other disputes that by law cannot be arbitrated.

b. **Arbitration Rules.** The Federal Arbitration Act (the “FAA”) governs the interpretation and enforcement of this dispute-resolution provision. You agree that this section satisfies the writing requirement for the FAA. Arbitration will be initiated through the American Arbitration Association (“AAA”). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms of Use. The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single, neutral arbitrator selected by the AAA. Any claims or disputes where the total amount of the award sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is \$10,000 USD or more, the right to a hearing will be

determined by the arbitral forum's rules. If an in-person arbitration hearing is required, then it will be conducted at the AAA's office nearest to your residence. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. **Authority of the Arbitrator.** The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms of Use. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Jackson Square.

d. **Waiver of Jury Trial.** YOU AND JACKSON SQUARE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Jackson Square are instead electing to have all claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. If any litigation should arise between you and Jackson Square over whether to vacate or enforce an arbitration award or otherwise, YOU AND JACKSON SQUARE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

e. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER

f. **Confidentiality.** No part of the arbitration procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

g. **Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.

h. **Opt Out.** YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO BY EMAILING INFO@JSPARTNERS.COM WITHIN 60 DAYS OF THESE TERMS OF USE BECOMING BINDING UPON YOU. If you elect to opt out of the agreement to arbitrate in accordance with this section then all claims and disputes will be resolved exclusively in the State courts located in California, and you expressly consent to the jurisdiction of said courts.

i. **Must File Within One Year.** You and we must file in arbitration any claim or dispute (except for disputes concerning equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, patents, or for the unauthorized use of the Services) within one year from when it first could be filed. Otherwise, it is permanently barred.

j. **Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with Jackson Square.

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## **Applicable Law**

These Terms of Use and any and all disputes, claims and controversies arising out of or relating to your use of the Services shall be governed and construed exclusively in accordance with the laws of the United States of America and the State of California without regard to its conflicts of laws principles.

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## **Modification of the Agreement**

We may revise these Terms of Use from time to time. Revised terms and conditions will apply to the access or use of the Services from the date of the publication of the revised Terms of Use on the website. Please check this page regularly to ensure that you are familiar with the current version of the Terms of Use. By your continued use of the Services after publication of revised Terms of Use, you accept and agree to the terms and conditions in the revised Terms of Use.

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## **Severability**

If a portion of these Terms of Use is determined to be unlawful, void or unenforceable, it will not affect the enforceability of the remaining provisions and the remaining provisions will continue in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

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## **Termination**

These Terms of Use are effective unless and until terminated by either you or Jackson Square. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Services. We also may terminate these Terms of Use, in our sole discretion, at any time and may do so immediately and without notice, and accordingly deny you access to the Services.

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## **Final Terms**

These Terms of Use constitute the entire agreement between you and Jackson Square in relation to your use of the Services and supersede any prior agreements or understandings not incorporated herein with regard to your use of the Services.

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## **Miscellaneous**

Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. The following provisions survive the expiration or termination of these Terms of Use: Proprietary Rights; Third Party Content; Limitation of Liability; Indemnity; Arbitration, Class Waiver and Jury Waiver; Applicable Law; and Miscellaneous.

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## How to Contact Us

If you have any questions or comments about these Terms of Use, you may contact us in the following ways:

### **Mailing Address:**

Jackson Square Partners, LLC

One Letterman Drive

Building A, Suite A3-200

San Francisco, CA 94129

Email Address: [info@jspartners.com](mailto:info@jspartners.com)

Phone Number: 415-635-0220