

# Terms of Use

**Effective Date:** June 10, 2025

## 1. Agreement to Terms

These Terms of Use ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and **Excellion Finance Management, LLC** ("Company," "we," "us," or "our"), concerning your access to and use of the website (<https://excellion.finance/>) as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

By accessing the Site, you acknowledge that you have read, understood, and agree to be bound by all of these Terms. If you do not agree with all of these Terms, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Company is fully committed to complying with all applicable laws and regulations, including anti-money laundering and counter-financing of terrorism standards. We maintain a robust compliance program to ensure the integrity of our operations and to protect our clients and the financial system

## 2. No Offer of Securities; No Investment Advice

The information on this Site is for informational purposes only. Under no circumstances should any material on the Site be used or considered as an offer to sell or a solicitation of an offer to buy any security, future, or other financial product or instrument, including any interest in any investment fund sponsored or managed by the Company or its affiliates. Any such offer or solicitation can and will be made only by means of the definitive confidential private placement memorandum of each such investment fund or other offering documents, only in jurisdictions in which such an offer would be lawful and only to individuals who meet the investor suitability and sophistication requirements of each such investment fund.

The information on the Site is not intended to be and does not constitute financial, legal, tax, or investment advice.

## 3. Intended Audience

This Site is intended solely for sophisticated investors who are "accredited investors" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended, and/or "qualified purchasers" as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended. The information provided on the Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

#### **4. Intellectual Property Rights**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

#### **5. Disclaimer of Warranties**

THE SITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

#### **6. Limitation of Liability**

IN NO EVENT WILL THE COMPANY OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **7. Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss,

damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your use of the Site or breach of these Terms.

## **8. Governing Law and Jurisdiction**

These Terms and your use of the Site are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles. You agree to the exclusive jurisdiction of the state and federal courts located in Delaware to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms or the Site.

## **9. Contact Us**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Excellion Finance Management, LLC

131 Continental Drive, Suite 301, Newark, New Castle, Delaware, USA, Zip Code 19713

email: [fin@excellion.finance](mailto:fin@excellion.finance)