



## Terms of Use Agreement

### 1. Acceptance of the Terms and Conditions

The terms and conditions set forth herein (the “Terms”) apply to all pages of this Lone Pine Capital LLC (“Lone Pine”) website (the “Website”). Lone Pine grants you a limited right to use the Website. Your right to use the Website is subject to your agreement to abide by these Terms in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Website. At any time and for any reason we may revoke your right to use all or any portion of the Website. You may not violate or attempt to violate the security of the Website. These Terms are a binding contract between you and Lone Pine. By using or accessing the Website, you accept and agree to be bound by these Terms. Your use of the Website is governed by the version of the Terms in effect on the date the Website is accessed by you. Lone Pine may modify these Terms at any time and without prior notice. We suggest that you review these Terms on a regular basis for any updates.

### 2. Confidentiality

All information available through the Website is confidential and proprietary to Lone Pine. This includes all investment information and results, investor information, news about Lone Pine and the private investment funds advised by Lone Pine (each, a “Lone Pine Fund”), financial statements and other information provided through the Website. You will keep all this information strictly confidential. You will not disclose any of this information to any person or use it for any purpose other than to monitor your investment in the any Lone Pine Fund in which you hold an interest.

### 3. Representations and Warranties

You make certain representations and warranties regarding your use of the Website. You represent and warrant that (i) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms; (ii) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms; and (iii) you will not delete any information contained on this Website.

### 4. Access and Limitation of Liability

You may only enter the Website by using the access information that Lone Pine has provided. You agree to keep your access information confidential, and not to provide it to any other person except your employees or authorized persons who have a need to access the information to advise you regarding your investment in Lone Pine. You will immediately notify us if you become aware of any theft or unauthorized uses of your access information. You are responsible for any unauthorized use of your access information. Lone Pine may suspend or terminate your access to the Website for any reason, without prior notice. YOU AGREE THAT NONE OF LONE PINE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS OR AFFILIATES SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR SUSPENDING OR TERMINATING YOUR USE OF OR ACCESS TO THE WEBSITE.

Notwithstanding the foregoing, unless Lone Pine grants you a broader license, you are granted a limited license to print or download one copy of any materials made available on the Website for your personal, non-commercial use in accordance with these Terms.

Without limiting the foregoing, you agree not to reverse engineer, decompile, reverse compile, translate, adapt, or disassemble the Website, or any part of it; copy the Website, or any part of it; or publish, transmit, display, modify, store, participate in the transfer or sale of, create derivative works, or in any way exploit the content of the Website, or any part of it, except for your individual and non-commercial purposes in accordance with these Terms. You should note that there may be occasions during which the Website becomes unavailable, through no fault of Lone Pine. There

may indeed be occasions where Lone Pine takes the Website offline in order to enhance and update it, or for other purposes.

UNDER NO CIRCUMSTANCES WILL LONE PINE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS OR AFFILIATES BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER LONE PINE HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

LONE PINE DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR FREE OR THAT THIS WEBSITE, ITS SERVER, OR ITS CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, LONEPINE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

## **5. Indemnification**

You agree to defend, indemnify, and hold harmless Lone Pine, from and against any and all claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from (i) your access to, use or misuse of the Website or its content; (ii) your breach of these Terms or any representation, warranty or covenant made by you in these Terms; (iii) your violation of any applicable law, statute, ordinance, regulation or of any third party's rights; or (iv) claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants or other provisions contained in these Terms. Lone Pine shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. Lone Pine reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Lone Pine's defense of such matter.

## **6. No Offer of Securities**

This Website and all of its content is for informational purposes only. No information on this Website should be construed as a solicitation, offer, recommendation, representation of suitability or endorsement of any security or investment. Offerings of securities in any Lone Pine Fund are made only by Private Placement Memorandum, Offering Memorandum or Offering Circular distributed by persons authorized by Lone Pine.

Any descriptions or information involving investment objectives or criteria, investment process, or investment strategies are provided for illustration purposes only, may not be fully applicable to each Lone Pine Fund, may not be fully indicative of any present or future investments, may be changed in the discretion of Lone Pine and are not intended to reflect actual performance or to project performance.

Although the Website may include investment-related information, nothing on the Website is a recommendation that you purchase, sell or hold any security or other investment, or that you pursue any investment style or strategy. We do not give any advice or make any representations through the Website as to whether any security or investment is suitable to you or will be profitable. Nothing on the Website is intended to be, and you should not consider anything on the Website to be, investment, accounting, tax or legal advice. 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.

## **7. Performance Data**

Any performance data reported on this Website is an indication of past performance and does not indicate or guarantee future results. Lone Pine advises all users of this Website that there is a possibility of loss on all investments and investor principal is not guaranteed. Additionally, the Lone Pine Funds engage in certain strategies that may hold investments that are illiquid and may be subject to heightened risk of loss, as such these investments may not be suitable for many investors. Unless otherwise specified, all performance data presented is unaudited.

This Website has been compiled in good faith by Lone Pine; however, no representation is made as to the completeness or accuracy of the information it contains. In particular, you should be aware that this information may be incomplete, may contain errors or may have become out-of-date. Lone Pine makes no commitment, and disclaims any duty, to update such reports. Lone Pine reserves the right to add, modify or delete any information on this Website at any time.

## **8. Monitoring of Website**

You agree that Lone Pine may view, monitor, and record activity on the Website without prior notice to you, and that any such information obtained by Lone Pine is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Website and disclosure pursuant to court orders in connection with requests for such information.

## **9. Trademarks**

All trade names, trademarks, service marks and other product and service names and logos displayed herein are the proprietary marks and names of their respective owners, are protected by applicable copyright and trademark laws and may not be used by you without express authorization. This Website is not owned, sponsored, approved by or otherwise affiliated with any other entity named herein.

## **10. Governing Law; Arbitration**

These Terms shall be construed in accordance with the laws of the State of Connecticut without regard to its principles of conflicts of law.

Lone Pine may elect to resolve any controversy or claim arising out of or relating to these terms or our Website by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Connecticut, City of Greenwich, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or the property of you or us (or those of our affiliates and our clients), pending the completion of arbitration.

## **11. Miscellaneous**

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.