Effective date November 1, 2024

You should read these terms of use carefully before accessing this website.

O’Meara Capital LLC (“O’Meara Capital”, “we”, or “us”) welcomes you to our website (the “Site”) and appreciates your interest in us. These legal notices and terms and conditions of use are a contract between you and O’Meara Capital (the “Agreement”) and govern your visit to and use of the Site. O’Meara Capital is the operator and host of this Site and the environment and services accessible through the Site.

The Site contain general information about O’Meara Capital , its businesses and our portfolio and are directed at management teams interested in partnering with O’Meara Capital and for individuals considering possible employment with O’Meara Capital , The Site is not an offer of securities or any form of solicitation.

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION (WHICH REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS) AND A WAIVER OF CLASS ACTION RIGHTS, AS DETAILED IN SECTION 16. ***By accessing, browsing and/or using the Site, you acknowledge that you have read and understand, and agree to, this Agreement and all disclaimers and terms and conditions that appear on the Site now. This Agreement may be updated by us at any time. Your continued use of the Site after any such modifications constitutes your acceptance of the modified terms and conditions. If you do not accept this Agreement, you do not have permission to access, browse or use the Site and your sole and exclusive remedy is to discontinue using the Site. As such, we strongly recommend that you periodically visit this page of the Site to review this Agreement. The date of the last revision or update appears at the top of the Agreement under the title.***

***Your compliance with this Agreement is a condition of your right to access the Site. Your breach of any provision of this Agreement or Other Agreements will automatically, without the requirement of notice of any other action, revoke and terminate your right to access the Site and you will be fully liable for conversion, misappropriation, trespass to chattels and all other claims and cause, regardless of the identity of the claimant or injured party, arising from or relating to your continued use of the Site after such breach.***

Your use of, and access to, the Site is subject to the terms and conditions of this Agreement. This Agreement does not amend or supersede any previous written agreements you may have, or are a party to, with O’Meara Capital or any O’Meara Capital fund or account (“Other Agreement”). In the event of any inconsistency between this Agreement and any Other Agreement, the Other Agreements will govern. Some aspects of the Site contain supplemental terms and conditions and additional disclosures and disclaimers, which are hereby incorporated in this Agreement. In the event of a conflict, the supplemental terms and conditions and additional disclosures and disclaimers will govern for those aspects.

**1. Privacy.**

For information on how O’Meara Capital collects, uses, and discloses information from its users of the Site, please review our Website Privacy Policy.

**2. Intellectual Property Rights and Ownership.**

All the material displayed on and/or accessible through the Site, including without limitation, software, text, graphics, charts, information, images, articles, reports, presentations and other material (the “Content”), is the property of O’Meara Capital or others and is protected by United States and international copyright and other laws. All names, logos, trademarks and service marks displayed on the Site (the “Trademarks”) are the property of O’Meara Capital or their respective owners, who may or may not be affiliated with O’Meara Capital . Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Content or Trademark without the written permission of O’Meara Capital or such other party that may own the applicable Content or Trademark. Nothing in this Agreement shall constitute a waiver of any trademark, copyright or other intellectual property rights. O’Meara Capital reserves the right to enforce its intellectual property rights to the full extent of the law.

**3. Notification to O’Meara Capital**

If you believe that anything posted on the Site infringes any intellectual property right that you own or control, please provide O’Meara Capital with the following written information:

Name, address, telephone number, e‐mail address and physical or electronic signature of the rights holder, or someone authorized to act on the rights holder’s behalf;

A description of the intellectual property that you claim has been infringed upon;

A description of where the material that you claim is infringing is located on the Site, with enough detail that O’Meara Capital may find it;

A written statement that you have a good faith belief that the disputed use is not authorized by the rights holder, its agent or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the rights holder or authorized to act on the rights holder’s behalf.

O’Meara Capital ‘s agent for notice of claims of intellectual property right infringement on the Site can be reached by e‐mail at privacy@omearacapital.com

**4. Restrictions on Use.**

By accepting the terms of this Agreement through your use of the Site, you certify that you are 18 years of age or older. If you are under the age of 18, you may not use or access the Site. The Site does not knowingly collect personal information about children under the age of 13.

The information, materials and other Content of the Site may not be copied, displayed, distributed, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written consent of O’Meara Capital in each instance. Our prior express written consent is required for (i) any resale or commercial use of the Site and/or any Content obtained from the Site; (ii) making more than minimal copies of the Site materials; (iii) any derivative use of the Site or any portion thereof; (iv) any use of automated programs, data mining, robots or other data gathering and extraction tools in connection with your use of the Site; or (v) including any portion of the Site on any other website, on a server computer or in documents, including but not limited to “mirroring” the information and/or displaying the information by means of HTML frames or similar means. If you seek permission for such use of our Site, please contact us at privacy@omearacapital.com. Any unauthorized use of the Site, Content or Trademarks may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

You warrant that when using the Site you shall not violate or facilitate any violation of any applicable local, state, federal or international law, statute, regulation, code or ordinance, including, without limitation, regulations promulgated by or the rules of any national or other securities exchange.

O’Meara Capital reserves the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability.

**5. Performance Information**.

**5.1 Past Performance.** The information contained on, or comments expressed on, the Site may include certain prior indications of past investment performance. In considering such prior performance information, you should bear in mind that past performance is not necessarily indicative of future results and there can be no assurance that an investment will, or is likely to, achieve comparable results to those achieved in the past, or that significant losses will be avoided.

**5.2 Analyses and Opinions.** Market analyses and statements of opinions provided on the Site are inherently uncertain and are based on a number of assumptions. You should carefully review information regarding any such analyses and underlying assumptions.

**5.3 Forward-Looking Statements**. Certain information in the Site may contain certain “forward-looking statements” about O’Meara Capital, the funds or accounts it advises and their underlying investments which can be identified by the use of words such as “may”, “will”, should”, “expect”, “anticipate”, “project”, “estimate”, “intend”, “continue”, or “believe” or similar expressions. O’Meara Capital undertakes no obligation to update publicly or revise any forward-looking statements. Due to various risks and uncertainties, actual events, results or performance may differ materially from those reflected or contemplated in such forward-looking statements. No representation or warranty is made as to future performance or such forward-looking statement.

**5.4 Assets under Management**. Any reference to Assets Under Management or AUM used on the Site reflect the combined Assets Under Management of O’Meara Capital and its affiliate investment advisors as of the close of the prior calendar quarter.

**5.5 Attribution of Quotations**. Any statement or wording on the Site that is O’Meara Capital, and not a quotation or testimonial from a third party, investor or portfolio company personnel.

**6. Portfolio Companies.**

The portfolio companies shown throughout the Site are intended to provide a complete list of active investments by business but may not always reflect the most up to date composition of our portfolio.

**7. Third-Party Links.**

O’Meara Capital may provide links from the Site to websites operated by third parties who may or may not be affiliated with O’Meara Capital. We do not endorse, have any responsibility for or make any representations about, any other sites, including their products and services, content, communications and website use policies. We make no express or implied warranty about the accuracy, copyright compliance, legality, merchantability or any other aspect of the content of such links. The use of third party websites is entirely at your own risk. By accessing these links, you acknowledge that such other sites or locations are not under the control of O’Meara Capital and you agree that O’Meara Capital shall not be responsible for any information or additional links found at such site or location, or for your use of such information.

**8. Non-Public Investor Sections of the Site.**

If you are a O’Meara Capital investor or are a representative of a O’Meara Capital investor, you may have been granted access to certain non-public portions of the Site through a uniquely assigned investor log-in (“Investor Sections”). In addition to this Site, your use of the Investor Sections may also be governed by applicable Other Agreements and by all applicable laws and regulations. All information available through the Investor Sections of the Website is confidential and proprietary to O’Meara Capital. This includes all investment information and results, offering materials, financial statements and other information provided through the Investor Sections of the Site. You will use best efforts to 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 those expressly permitted by O’Meara Capital in writing. If you have been granted access to the Investor Sections by O’Meara Capital, you must maintain confidentiality of your log-in information and you remain responsible for all usage of the Investor Sections of the Site through your account, whether such use is made by you or anyone else. You must immediately notify us of any known or suspected unauthorized use of your log-in information or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your log-in information.

**9. Acceptable Use and Security.**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (i) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (ii) disabling, removing, defeating, or avoiding any security device or system, including, without limitation, the password and log-in functionality used to authenticate users; (iii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempting to interfere with services to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mailbombing” or “crashing;” (v) sending unsolicited email, including promotions and/or advertising of products or services; (vi) forging any TCP/IP packet header or any part of the header information in any email or posting; (vii) using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available on the Site and other than generally available third party web browsers; (viii) reverse engineering, decompiling or disassembling the underlying software, copying the Site or any part, feature, function, or user interface thereof, or framing or mirroring any part of the Site; (ix) removing any notices, warnings, labels, annotations or instructions from any portion of the Site or any related material, including, without limitation, any patent, trademark, copyright , or other proprietary notices or license provisions; (x) storing or transmitting material or data on or through the Site in violation of law or third-party rights, including without limitation privacy rights or any contract to which you are a party or (xi) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Site.

Any violations of system or network security including attempts to intentionally access a computer without authorization or exceed your authorized access level may result in civil and criminal charges, including but not limited to charges under the Computer Fraud and Abuse Act (18 U.S.C. §1030). We may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users of the Site if we reasonably conclude that such restriction or termination is necessary to prevent, or prevent the further spread of a virus, security breach or system malfunction. If we restrict or terminate access we will use commercially reasonable efforts to restore access and use to users for proper purposes promptly.

**10. Disclaimers.**

**10.1 No Offer of Securities or Advice.** You acknowledge and agree that the Content is solely for general, informational purposes and nothing contained in the Site may be construed as a solicitation, offer, recommendation or representation of suitability or endorsement of any security or investment and may not be relied upon in connection with any offer or sale of securities or other assets. Offerings of securities in entities advised by O’Meara Capital or its affiliates are made only by Prospectus, Private Placement Memorandum, Offering Memorandum or Offering Circular distributed by persons authorized by O’Meara Capital. O’Meara Capital is not providing the Site to provide investment or other advice and nothing herein should be deemed to be a recommendation that you buy, sell, or hold any security or other investment. You further acknowledge and agree that the Content does not provide any tax, legal, accounting or other professional advice. In making an investment decision, you must rely on your own examination of an investment, including the merits and risks involved. O’Meara Capital advises that you consult with your own advisors with respect to any matters involved with making an investment.

**10.2 Content Disclaimers.** Certain Content was obtained from published and non‐published sources, including from companies in which funds advised by O’Meara Capital or its affiliates have invested. Such information may not have been, and in many cases, has not been, independently verified by O’Meara Capital and O’Meara Capital makes no warranties or representations or assumes any responsibility as to the accuracy, reliability or correctness of the Content (or for updating the Content based on facts learned following its publication). O’Meara Capital is not responsible for any action or decision you make in reliance on any information contained on the Site.

**10.3 Disclaimer of Warranties.** THE SITE, INCLUDING ALL CONTENT, IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTIES OF ANY KIND. BY USING THE SITE, YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. NEITHER O’MEARA CAPITAL, NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, DESIGNERS, CONTRACTORS, DISTRIBUTORS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE (COLLECTIVELY “REPRESENTATIVES”) WARRANT THAT THE USE OF THE SITE WILL BE UNINTERUPPTED OR ERROR-FREE. NEITHER O’MEARA CAPITAL NOR ITS REPRESENTATIVES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND O’MEARA CAPITAL AND ITS REPRESENTATIVES HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, O’Meara CAPITAL ALSO DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SITE.

**11. Indemnification**.

As a condition to your use of the Site, you agree to indemnify, defend and hold harmless O’Meara Capital and its Representatives against any and all claims, liabilities, damages, costs or other expenses (including, without limitation, attorneys’ fees) that may arise directly or indirectly out of or from your breach of this Agreement and/or your use of the Site or resulting from any action (or inaction) you take or decision you make in reliance on the information contained on the Site.

**12. Limitations of Liability**.

BY USING THE SITE, YOU ACKNOWLEDGE: (i) THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (ii) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH YOUR USE OF THE SITE; AND (iii) THAT IN NO EVENT SHALL O’MEARA CAPITAL OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES OF ANY KIND RELATED TO (a) YOUR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS, PRODUCTS OR SERVICES ON THE SITE, (b) ANY ERRORS OR OMISSIONS IN THE CONENT OF THE SITE, (c) YOUR ACCESS TO, USE OF OR INABILITY TO USE THE SITE OR (d) ANY FAILURE OF PERFORMANCE, ERROR, OMMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE OR OTHER COMPUTER MALFUNCION, IN EACH CASE ((a) THROUGH (d)) INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGE TO PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF O’MEARA CAPITAL OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR LIABILITIES. O’MEARA CAPITAL RESERVES THE RIGHT TO ALTER OR REMOVE THE CONTENT OF THIS SITE OR SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

**13. Severability and Waiver.**

If any provision of this Agreement is found to be invalid, void, or for any reason unenforceable, it will be construed in such a manner that would make the provision valid or enforceable. If it is not possible to construe the provision in such a manner that would make it valid or enforceable, then only the term or portion of the provision that renders it unenforceable will be stricken without affecting the enforceability of the remaining provisions. Any failure of O’Meara Capital to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision of this Agreement.

**14. Complete Agreement**.

This Agreement and our Privacy Policy constitute the entire agreement between you and O’Meara Capital relating to the public facing elements of the Site and your use of these portions of the Site, and supersede any prior agreements or understandings not incorporated herein with regards to these portions. Certain restricted areas of the Site may require you to agree to supplemental terms and conditions. This Agreement is not intended to modify or amend Other Agreements you may have with O’Meara Capital regarding other matters.

**15. Termination of the Agreement.**

O’Meara Capital reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement (and/or your access to all or any part of this or any other O’Meara Capital Site or the Content) at any time and for any reason without prior notice or liability. Upon any termination of this Agreement you must promptly destroy all materials downloaded or otherwise obtained from the Site, as well as all copies of such materials, whether made under the Agreement or otherwise. If this Agreement is terminated, the following provisions shall survive: Section 2 (Intellectual Property Rights and Ownership), Section 10 (Disclaimers), Section 11 (Indemnification), Section 12 (Limitations of Liability), Section 13 (Severability and Waiver), Section 14 (Complete Agreement), Section 15 (Termination of the Agreement), Section 16 (Governing Law and Venue) and Section 17 (Class Action and Arbitration).

**16. Governing Law and Venue.**

The Site is made available to you from the State of Illinois, in the United States. If you elect to access and/or use the Site from outside of the United States, we make no warranties that materials on this site are appropriate or available for use in such locations. You agree that you are solely responsible for compliance with any laws of your specific jurisdiction and further agree that you shall not use the Site if you are restricted by any local, state, national or international laws. The laws of the State of Illinois, without regard to its principles of conflict of laws, will govern this Agreement (including any disputes concerning or related to this Agreement). You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts sitting in the State of Illinois, for the purpose of resolving any dispute relating to your access to or use of the Site. Notwithstanding the foregoing, you expressly acknowledge and agree that O’Meara Capital may seek injunctive or other appropriate relief in any court of competent jurisdiction and you consent to exclusive jurisdiction and venue in such courts. You agree that this may require you to submit any disputes related to the use of the Site to final and binding arbitration in the State of Illinois,

**17. Class Action and Arbitration.**

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

Dispute Resolution. You may contact us at [privacy@omearacapital.com](mailto:privacy@omearacapital.com) to address any concerns you may have regarding the Site. O’Meara Capital is able to resolve most concerns quickly to our users’ satisfaction. You and O’Meara Capital agree to use best efforts through O’Meara Capital internal dispute resolution processes to settle any dispute, claim, question, or disagreement and engage in good faith negotiations, which shall be a condition to either party initiating a lawsuit or arbitration.

Arbitration. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution under the initial dispute resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Any claim that you might have against O’Meara Capital must be resolved through binding arbitration before the American Arbitration Association using its Commercial Arbitration Rules and must be brought within one (1) year of the claim arising.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

YOU UNDERSTAND AND AGREE THAT YOU WILL ARBITRATE WITH O’Meara Capital IN YOUR INDIVIDUAL OR CORPORATE CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. Your claim may not be joined with any claim of any other person, and there shall not be authority for any dispute to be arbitrated on a class-action basis. If any court or arbitrator determines that the class action waiver set forth in this Section is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions in this Section shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

You understand and agree that unless you can demonstrate to O’Meara Capital that arbitration in Illinois would create an undue burden for you, any arbitration hearing will be held in Burr Ridge, Illinois. If your claim is successful in arbitration, O’Meara Capital agrees to reimburse your reasonable attorneys’ fees and costs.

You understand and agree that by entering into this Agreement, you and O’Meara Capital are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence this arbitration provision, you and O’Meara Capital might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights (meaning patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth in this Section by sending written notice of your decision to opt out to the following address: O’Meara Capital Group, 100 Tower Drive Ste 115 Burr Ridge, Il. 60527 The notice must be sent within thirty (30) days of the Effective Date; otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, O’Meara Capital also will not be bound by them. The “Effective Date” is the date of your initial access to this Site after November 2024

Choice of Law. For any dispute not subject to arbitration, you and O’Meara Capital agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Illinois. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

Injunctive Relief. Notwithstanding the above provisions, O’Meara Capital may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

**18. Contact**

Thank you for visiting our Site. Please contact us at privacy@omearacapital.com if you have any questions about our Site or this Agreement. Electronic mail or other communications through this Site to O’Meara Capital (or any of its employees, agents or representatives) may not be secure and we do not guarantee the confidentiality of such communications.