

ABOUT US AND THE WEBSITE

This website (the "Website") is used to provide information about Brigade Capital Management, LP ("Brigade") and the services offered by it and its affiliates. The Website is maintained by Brigade, an investment adviser registered with the U.S. Securities and Exchange Commission ("SEC") and alternative asset manager incorporated in Delaware with its primary address at 399 Park Avenue, 16th Floor, New York, NY 10022 and registration number 801-69965.

Throughout these terms ("Terms"), Brigade and its affiliates are referred to as "we", "our", "us", or "Brigade". We use the terms "you" and "your" to refer to any person using the Website.

ACCEPTANCE OF TERMS

The purpose of these Terms is to define the terms and conditions on which we shall provide access to the Website and allow you to use the various features and functionalities of the Website.

By using the Website, you are accepting the practices and consenting to these Terms. If you do not consent to these Terms, then you should immediately discontinue your use of and access to the Website.

We may update these Terms from time to time. Should we do so, the new terms will become effective from the moment they are uploaded onto the Website. You should check the Terms when you visit the Website to confirm the most recent Terms that apply.

YOUR USE OF THE WEBSITE

The Website aims to provide information about Brigade and the services we offer.

The content of the Website is available for informational purposes only. The posting of content and access to this Website does not constitute, either explicitly or implicitly, any offer or provision of services or products by us.

You will not use the Website for any purpose that is unlawful or prohibited by these Terms, including but not limited to attempting to or causing (a) any disruption, impairment or other interference with the operation or integrity of the Website or circumvention of any Website security system; (b) the collection of any information about other users of the Website; or (c) the systematic extraction of information or data contained in the Website to populate databases or other sites.

ACCESS TO THE WEBSITE

We do not guarantee that the Website will always be available or uninterrupted. In addition to any other rights we have under these Terms, we may suspend or withdraw or restrict the availability of all or any part of the Website from time to time, for example for business and operational reasons.

OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

We are the owner of all intellectual property rights in relation to the Website, including, among other things, all trademarks, logos, service marks and service names, whether they are registered or not. These rights are protected by, among other things, copyright laws and treaties around the world. We reserve all such rights.

Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged. You must not in any way use any part of the materials on the Website for commercial purposes without obtaining a licence from us to do so.

Brigade grants you a limited, non-exclusive license to display and otherwise use portions of the Website solely for your own private, internal, informational purposes, and to print pages from the Website only in connection with that use. You may not modify, distribute, transmit, perform, reproduce, publish, license, create derivative works from, transfer or sell any text, graphics, logos and other source-identifying symbols, designs, icons, images, or other information, software or code obtained from the Website.

LINKED SITES

Certain hyperlinks or referenced websites on the Website may forward you to third parties' websites. Any descriptions of, references to, or links to other products, publications or services do not constitute an endorsement, authorization, sponsorship by or affiliation with Brigade with respect to any linked site, unless expressly stated by Brigade. Any such information, products or sites have not necessarily been reviewed by us and are provided or maintained by third parties over whom we exercise no control. We are not responsible for the content of any site linked to this site. Your linking to any off-site pages or other sites is at your own risk.

INDEMNIFICATION

You agree to indemnify and hold harmless Brigade and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) any actual or alleged violation or breach by you of these Terms; (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (iv) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

DISCLAIMER

ALL CONTENT IS FOR INFORMATIONAL PURPOSES ONLY. NOTHING CONTAINED IN THE SITE CONSTITUTES INVESTMENT, LEGAL OR TAX ADVICE. NEITHER THE INFORMATION, NOR ANY OPINION CONTAINED IN THE SITE CONSTITUTES A SOLICITATION OR OFFER BY BRIGADE, ANY OF ITS AFFILIATES OR ANY OTHER ENTITY MANAGED DIRECTLY OR INDIRECTLY BY ANY OF THE FOREGOING, TO BUY OR SELL ANY SECURITIES, FUTURES, OPTIONS OR OTHER FINANCIAL INSTRUMENTS. NOTHING ON THIS SITE IS A RECOMMENDATION THAT YOU PURCHASE, SELL, OR HOLD ANY SECURITY OR OTHER INVESTMENT. DECISIONS BASED ON INFORMATION CONTAINED ON THE SITE ARE THE SOLE

RESPONSIBILITY OF THE VISITOR, AND AS CONSIDERATION FOR ACCESS TO THE SITE, YOU AGREE TO HOLD BRIGADE AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY CLAIMS WHATSOEVER AND OF ANY NATURE FOR DAMAGES ARISING FROM ANY DECISIONS THAT YOU MAKE BASED ON SUCH INFORMATION.

PAST PERFORMANCE OF ANY INVESTMENT OR INVESTMENT STRATEGY IS NOT INDICATIVE OF NOR GUARANTEE OF FUTURE PERFORMANCE.

THE MATERIALS IN THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED). TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BRIGADE AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIABILITY

These Terms exclude or limit our liability arising out of the use of, or relating to, the Website to the extent that the law permits us to do so. We do not exclude or limit our liability for death or personal injury arising from our negligence, or for our fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under the relevant laws.

While we take reasonable steps to ensure that the information on the Website is accurate and up to date, we do not give or make any warranty or representation (whether express or implied) that any such information is accurate, timely, complete or available. We will not be liable to you for any loss or damage as a result of your use of, or reliance on, the information on the Website, or for your inability to access or use the Website for any period of time.

We endeavour to ensure, but do not guarantee, that the Website is free from any viruses or other malicious or harmful content. We do not accept any liability for errors, delays, or damage to your computer or device as a result of using the Website. It is your responsibility to ensure that you have up to date antivirus software, or any other necessary equipment in order to use the Website safely and to avoid anything that may damage or harm your computer or device.

In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

TERM AND TERMINATION

These Terms will apply to you as soon as you access the Website and will continue to have effect until they are terminated or if you are no longer interacting with us. However, any provisions of these Terms that by their nature should continue to apply after termination of these Terms will do so. This includes, without limitation, all limitations on liability, choices of law and judicial forum and intellectual property protections and licenses.

DATA PROTECTION

For details of how we might collect and use your personal data collected through our website, please see our [Privacy Notice](#).

Where you are using the Website, you agree to comply with all applicable laws relating to data privacy including but not limited to collection, processing, use, retention, disclosure and transfer of personal data.

GOVERNING LAW & JURISDICTION

These Terms shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. Any legal proceedings against Brigade or its affiliates that may arise out of, relate to, or be in any way connected with the Website or these Terms shall be brought exclusively in the state and federal courts of New York, New York and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

DISPUTE RESOLUTION AND MANDATORY ARBITRATION

You and Brigade agree to resolve any claims relating to the Website or these Terms through final and binding arbitration through a single arbitrator. The American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute. The arbitration will be held in New York City or any other location we agree to. The AAA rules will govern payment of all arbitration fees.

You agree that you may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class.

NO TRIAL BY JURY

TO THE EXTENT ALLOWED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

AMENDMENT

We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or Service or to modify these Terms. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both (“Additional Terms”). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms. To the extent any Additional Terms conflict with these Terms, the Additional Terms will control.

Modifications to these Terms or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is your responsibility to review these Terms and the Website from time to time for any changes or Additional Terms. Your access and use of the Website following any modification of these Terms, or the provision of Additional Terms, will signify your consent to and acceptance of the same. If you object to any subsequent revisions to these Terms or to any Additional Terms, you should immediately discontinue your use of the Website.

MISCELLANEOUS

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Except where specifically stated otherwise, if any part of these Terms is deemed unlawful or unenforceable for any reason, we mutually agree that only that part of these Terms shall be stricken and that the remaining terms in these Terms shall not be affected.

These Terms (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement between us with respect to the subject matter hereof and supersede all previous written or oral agreements between us with respect to such subject matter.

You may not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms or any rights hereunder without your consent and without notice.