



Effective: January 1, 2020

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BY USING OUR WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE LAWS, STATUTES AND REGULATIONS. IF YOU DO NOT INTEND TO BE LEGALLY BOUND BY THESE TERMS OF USE OR OUR PRIVACY POLICY, DO NOT ACCESS OR USE THE WEBSITE.

The Website is offered and available to users who are 18 years of age or older. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We reserve the right to change the Terms of Use, including our separate *Privacy Policy*, from time to time as we deem appropriate. All changes, modifications, additions or deletions will be effective immediately upon posting and shall apply to all access and use of the Website thereafter, unless otherwise indicated. We have no duty or obligation to inform prior users of this Website that changes have been made, regardless of the scope and importance of the changes. We encourage you to periodically check back and review the Terms of Use so that you will always know what terms and conditions apply to your access and use of this Website. Your continued use of our Website after such changes are posted will be deemed to constitute your agreement to and acceptance of such changes. The Company may change, restrict access to, suspend or discontinue this Website, or any portion of this Website, at any time.

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Please see our *Privacy Policy* for terms applicable to our data collection and use practices.

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If you wish to make any use of material on the Website other than that set out in this section, please address your request to: compliance@highland.com.

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Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Prohibited Uses of the Website

As a condition of your use of and access to the Website, you agree to do so only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- Use the Website in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or otherwise expose them to liability.

Additionally, you agree that you will not:

- Access or use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website or Services for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material accessible on or through the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website or the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Certain Other Restrictions

Without limiting any other provision of these Terms of Use, you agree that the reproduction, re-transmission or re-presentation in any form, in whole or in part, of any content, programming code, documents, images or graphics is strictly prohibited without the express written permission of Company. In addition to the foregoing limitations, you may not frame, squeeze back, overlay or employ other techniques to enclose or display the Website, or any Mark, content or other proprietary information (including images, text, page layouts, or forms) included on the Website, with any other software or content of a third party. You may not use

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Links to the Website and Social Media Features

You may link to our Website’s homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, as determined by us in our sole discretion. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by us without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content with which they are displayed and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

Links from the Website

This Website may provide links or references to third party sites that the Company does not operate or control and which will allow you to leave the Website or open an additional browser connecting you to the third party site. As you navigate through the Website, please check the domain address to determine if you are on the Company’s Website or a third party website. The Company has no responsibility for the content of third party sites and shall not be liable for any damages or injury arising from that content or your use, reliance on or access to such third party sites. Any links to third party sites on the Website are provided merely as a convenience to the users of this Website, and such links do not imply our endorsement of such other third party sites or the content contained therein. The Company disclaims all liability with regard to your access to such linked third party sites, and access to any other third party site linked to this Website is at your own risk. You should consult the terms of use and privacy policy of any other third party site. You release and discharge Company, its affiliates, licensors and providers from any and all liability arising from your access to or use of, or your purchase or use of products or services by or through, such third party sites.

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Changes to the Website and Content

We may update the content (including documents, information bulletins, articles, and links to external resources) of the Website from time to time, but such content is not necessarily complete or up-to-date. Any of the material or content on the Website (including content accessed through links on the Website) may be out of date at any given time, and we are under no obligation to update or monitor such material.

Data Security

We have put in place what we believe to be reasonable physical, electronic, and managerial procedures to safeguard your personally identifiable information that we collect and to help prevent its unauthorized access and use. We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. To assist in keeping your personal information safe, you must use an SSL-enabled browser (i.e., Internet Explorer). Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any

transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. Additionally, change your passwords often using a combination of letters and numbers, and make sure you use a secure web browser.

Data Collection and Use

Any personally identifiable information provided by you in electronic communications to the Website is governed by this our *Privacy Policy*. For a more complete description of our collection and use of personally identifiable information and other data, please read our *Privacy Policy*, the terms of which are incorporated in these Terms of Use by this reference.

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You may have the opportunity to submit information, concepts, inventions, techniques, know-how, data or ideas (collectively, "Ideas") to us via this Website, whether by submission to a public area of the Website (e.g., message boards) or by other communication to us through email or other means of electronic communication facilitated by the Website. By submitting such Ideas, you agree that Company shall be free to use, copy, publish, distribute or display the Ideas in any manner it deems appropriate without any obligation to you whatsoever. Such purposes may include disclosure to third parties and developing, manufacturing, commercializing and marketing goods and services based on such Ideas. By disclosing such information, you hereby waive any claim that Company misappropriated any such Ideas, or any portions of your communication, in any activities in which Company may engage in the future.

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We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Website or Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of the Website or Services, including our customers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. **YOU WAIVE AND HOLD HARMLESS THE COMPANY, ITS LICENSEES AND ITS SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.**

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If we do take any legal action against you as a result of your violation of these Terms of Use, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Company.

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Indemnification

You agree to defend, indemnify and hold harmless the Company, its licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions or postings, any use of the Website's content or services other than as expressly authorized in these Terms of Use or your use of any information obtained from or through the Website.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama of the United States of America without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction). Use of this Website is

unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this section.

Any legal suit, action or proceeding arising out of, or related to, the Website or these Terms of Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the City of Birmingham, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company with respect to the Website, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Miscellaneous

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms of Use or your use of this Website.

You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You shall use this Website for lawful purposes only. Any conduct by you that in our judgment and discretion restricts or inhibits any other person from using or enjoying our Website will not be permitted.

You agree that we may, in our sole discretion and without prior notice, terminate your access to and use of the Website, which includes any discontinuance or material modification of the Website or any other service offered on or through the Website, or due to any unexpected technical issues or problems. We reserve the right to deny access to the Website in our own discretion. Any and all rights not expressly granted herein are exclusively reserved to Company. You agree that Company will not be liable to you or to any third party for termination of your access to the Website as a result of any violation of these Terms of Use.

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