

TERMS OF USE

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Our website Privacy Notice, as may be amended from time to time in our sole discretion, is also located on the Site for your review. Our website Privacy Notice is incorporated by reference into these Terms of Use.

1. Restrictions on Use of the Site and Content

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The Company has the right, but not the obligation, to monitor use of the Site, and may at any time suspend, revoke, or terminate your right to use it. We may report any activity relating to the Site to regulators, law enforcement officials, government agencies or other persons or entities that we deem appropriate. In order to cooperate with regulatory, law enforcement, governmental or other appropriate requests, to protect the Company's systems or to ensure the integrity and operation of the Company's business, the Company may access and disclose in accordance with applicable laws any information it considers necessary or appropriate, including, without limitation, user contact details, Internet Protocol addressing and traffic information, usage history, and posted content. The Company may investigate any complaint or reported violation of these Terms of Use and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, and denying access and/or removal of materials from the Site.

2. No Offer or Advice

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4. SEC Materials and Forward-Looking Statements

Certain information contained, referenced or provided in or through this Site has been filed with the Securities and Exchange Commission ("**SEC**"). These materials and other public disclosures may contain or constitute "forward-looking statements" that can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "target," "project," "estimate," "intend," "continue," or "believe" or the negatives thereof or other variations thereon or comparable terminology. Due to various risks, uncertainties and assumptions associated with such forward-looking statements, any or all of which may change over time or be incorrect, actual events or results or the actual performance of any Company investment or endeavor may differ materially from those reflected or contemplated in such forward-looking statements and future results could differ materially from historic performance. No person or entity should rely on these forward-looking statements when making any

investment decision. There is no obligation for the Company to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise. All forward-looking statements contained herein are qualified in their entirety by the foregoing cautionary statements.

Dated Content speaks only as of the date indicated. While we make reasonable efforts to provide accurate information, we undertake no obligation to update or correct the Site even if we are aware that it is inaccurate, outdated or otherwise inappropriate, whether as a result of new information, future developments or otherwise. While we believe that the information on the Site is reliable, we do not warrant its completeness, timeliness or accuracy.

Any forecasts and estimates (including, without limitation, any targeted rates of return) contained herein are necessarily speculative in nature, involve elements of subjective judgment and analysis, and are based upon certain assumptions and the best judgment of the Company. It can be expected that some or all of such assumptions will not materialize or will vary significantly from actual results. Accordingly, these targeted rates of return are only an estimate. Actual results will differ and may vary substantially from the results shown herein or projected.

The Company's Form S-1 Registration Statement, and any amendments thereto, and subsequent reports filed with the SEC, accessible on the SEC's website at www.sec.gov and which may be contained on this Site, discuss these and other factors in more detail and identify additional risk factors that can affect forward-looking statements.

5. Third-Party Websites and Content

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6. Transmissions To and From the Site

Electronic communications can be intercepted by third-parties and, accordingly, electronic mail and other transmissions to and from the Company or made via this Site may not be secure. Communications to the Company, particularly those containing confidential information, should be sent by mail to: 1790 Hughes Landing Blvd., Suite 400, The Woodlands, TX 77380. The Company will be free to use, for any purpose, without any compensation due or payable to you, any ideas, concepts, know-how or techniques provided by you or other Site users to the Company through the Site.

7. Password Security and Notification

Access to certain parts of the Site may require a login. If you have a Personal Identification Number (PIN) for access to non-public areas of the Site, you are solely responsible for all activities that occur in connection with your PIN. Accordingly, you should take steps to protect the confidentiality of your PIN. Notify the Company immediately if you become aware of any disclosure, loss, theft or unauthorized use of your PIN.

8. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, ACCESS TO THE SITE, AND ALL RELATED CONTENT, SERVICES AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE OR THAT ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, SERVICES, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. THE COMPANY DOES NOT WARRANT THAT ANY PART OF THE SITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. THE COMPANY DOES NOT WARRANT THAT THE SITE, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, OR ELECTRONIC COMMUNICATIONS SENT FROM THE SITE ARE FREE OF VIRUSES, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE OR RELIANCE UPON ANY OF THE MATERIALS ON THE SITE IS AT YOUR SOLE RISK.

9. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, THAT RESULT FROM YOUR USE OF (OR INABILITY TO USE) THE SITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED

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10. Indemnity

To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless the Company, its members, licensors, officers, directors, employees, independent contractors, agents, trustees, subsidiaries, parent companies and affiliates (the “**Indemnitees**”) from and against all third-party complaints, charges, claims, losses, expenses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) due to, arising out of, or relating in any way to: (a) your access to or use of, or inability to access or use, the Site or (b) your breach of these Terms of Use, in each case unless caused by such Indemnitee’s misrepresentation, gross negligence, willful misconduct or fraud. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defense.

11. Jurisdictional Issues

Unless otherwise specified, the materials in or accessible through the Site are directed at residents of the United States, its territories, possessions, and protectorates. The Site is controlled and operated by the Company from its offices within the United States of America. The Company does not make any representation that materials in or accessible through the Site are appropriate or available for use in other locations or that access to them where their content is located is not illegal and prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for establishing the legality, usability and correctness of any information or materials under any or all jurisdictions and the compliance of that information or material with local laws, if and to the extent local laws are applicable. You may not use or export the information or materials in violation of U.S. export laws and regulations. The information provided in or accessible through 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 or which would subject the Company to any registration or other requirement within such jurisdiction or country.

Fraudulent conduct may be reported to law enforcement, and the Company will cooperate to ensure that violators are prosecuted to the fullest extent of the law. The Company does not grant, by implication, estoppel or otherwise, any license or right to use the Site or material on the Site other than as set forth herein, and you shall not make any other use of the Site or such material without the Company’s express written permission.

12. Governing Law and Venue

The validity, construction, performance, enforcement and remedies of or relating to these Terms of Use, the Site or its Content and the rights and obligations of the parties thereunder, shall be governed by the

laws of the State of Delaware, without regard to the conflict of laws, rules or statutes of any jurisdiction. Both parties consent to jurisdiction in the State of Delaware and agree that all issues arising under or relating to these Terms of Use, the Site or its Content shall be within the sole venue of the state or federal courts of the State of Delaware.

13. Termination

These Terms of Use are effective unless and until terminated by either you or the Company. You may terminate the Terms of Use at any time, provided that you discontinue any further use of the Site and destroy any and all information and materials obtained by you or on your behalf from the Site and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. Such termination by you will not be effective if the Company, in its sole discretion and without notice to you or otherwise, determines that you have failed to comply with any term or provision of these Terms of Use. We also may terminate the Terms of Use, in our sole discretion, at any time and may do so immediately and without notice, and accordingly deny you access to the Site. The following provisions survive the expiration or termination of the Terms of Use: Restrictions on Use of the Site and Content (except for the second paragraph thereof); No Offer or Advice; Past Performance; SEC Materials and Forward-Looking Statements; Third-Party Websites and Content; Transmissions To and From the Site; Password Security and Notification; Disclaimers; Limitations of Liability; Indemnity; Jurisdictional Issues; Governing Law and Venue; and Miscellaneous.

14. Miscellaneous

These Terms of Use (including any other policies incorporated by reference) constitute the entire agreement between you and the Company pertaining to the subject matter described herein, and supersede all prior discussions or agreements, if any, between you and the Company.

If a portion of these Terms of Use is determined to be unlawful, void or unenforceable under applicable laws, it will not affect the enforceability of the remaining provisions and the remaining provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or unenforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

These Terms of Use may not be assigned or otherwise transferred by you. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section.

15. Contact Us

If you have any questions or concerns about these Terms of Use, please contact us at:

Address: 1790 Hughes Landing Blvd., Suite 400
The Woodlands, TX 77380
Telephone: (346) 442-0819
Email: Info@grafacq.com