

RESURGENT CAPITAL CORP.

WEBSITE TERMS OF USE

General

This website www.resurgentcapital.ca (the "Site") is operated by Resurgent Capital Corp. (referred to as "Resurgent", "we", "us" or "our").

By visiting the Site you agree to be bound by these Website Terms of Use (the "Terms"). Please read these Terms carefully before accessing or using our Site. If you do not agree to these Terms, then you must not access the Site.

This Site is only intended for use by persons who are located within Canada. Resurgent makes no representation that the Site or its content is appropriate or available for use in locations outside Canada.

Ownership of Site and Content

All content on this Site is the property of Resurgent and is protected by copyright and other intellectual property laws. Any information you submit to us via the Site will become our property. You agree not to download, display, or use any content on the Site for any purposes or uses other than your personal information.

Disclaimer of Liability

By accessing this Site you acknowledge and agree that the information is provided on an "as is" basis. Although we try to keep the information on the Site current and accurate, we make no warranties or representations as to its accuracy or its usability for any particular purpose.

No warranties, express or implied, are made with respect to this Site or any information herein. You agree that your use of the Site is entirely at your own risk, and that under no circumstances whatsoever shall Resurgent or any of its directors, officers, employees, consultants, agents or representatives be liable for any damages, losses, costs, expenses or claims of any kind which may arise, directly or indirectly, through or as a result of your access to, inability to access, or use of this Site. You further agree to indemnify and save harmless Resurgent and the foregoing personnel from any damages, losses, costs, expenses or claims arising from your breach of these Terms.

The Site includes links to other websites and online content ("Other Content"), which may be administered by third parties and/or located outside of Canada. These links are provided for convenience only and we do not review or control, nor accept any responsibility whatsoever for, such Other Content. Accessing any Other Content is entirely at your own risk

This Site and its content have been prepared by Resurgent for informational purposes only. The information on this Site is not intended to provide investment advice, nor to solicit trades in or to offer for sale any securities of Resurgent.

Miscellaneous

These Terms constitute the entire agreement between you and Resurgent regarding your access to and use of the Site.

These Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

On certain areas of the Site, you have the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices.

If any provision in these Terms shall be found to be void or unenforceable for any reason, that provision shall not affect the validity and enforceability of any remaining provisions.

We reserve the right to amend these Terms at any time and for any reason, without notice to you. Your use of this Site after any such amendment constitutes your agreement to those changes.

January 2024