



Terms of Use

As of: December 2023

These Terms of Use and any applicable Supplemental Terms (as defined below) (collectively, “Terms”) describe the terms and conditions on which AQR Capital Management, LLC and its affiliates (“AQR,” “we,” “us,” or “our”) offers you access to this website and any other website or application on or to which these Terms are linked or referenced (collectively, the “Website”). Please read these Terms carefully because they constitute a legal agreement between AQR and you.

Acceptance of the Terms

By accessing and using the Website, you affirm that:

- You have read and understand the Terms and agree to be bound by them;
- You will comply with the Terms; and
- You are at least the age of legal majority in your place of residence and otherwise legally competent to enter into a legal agreement.

If you do not agree with these terms, please do not use this Website.

IMPORTANT NOTE

Please read carefully the sections titled “NO WARRANTIES,” “LIMITATIONS OF LIABILITY,” “LIMITATION ON TIME TO FILE CLAIMS,” “INDEMNITY,” AND “GOVERNING LAW.” These sections limit

- where you may bring a claim;
- how claims are adjudicated;
- the time you have to bring a claim; and
- our liability to you.

Supplemental Terms

Some of the individual websites linked to, or pages contained within, the Website, or your accessing or using a Website from a particular jurisdiction or for a particular purpose may require you to agree to supplemental terms, conditions, disclaimers and/or disclosures (“Supplemental Terms”). In the event of a conflict between the general Terms below and any applicable Supplemental Terms, the applicable Supplemental Terms will govern for any individual website or page(s) on which they appear, or for the jurisdictions or purposes for which they were intended.

Changes to the Terms

AQR may revise, amend, or supplement these Terms from time to time without prior written notice at any time, in our sole discretion. You should check the Terms each time you visit the Website for updates. You can determine when the Terms were last revised by referring to the “Last Revised” date at the top of this page. Any changes in the Terms take effect upon posting and only apply to use of the Website after that date. Each time you access, use, or browse the Website, you signify your acceptance of the then-current Terms. Your continued use of this Website after the Last Revised date will constitute your acceptance of and agreement to such changes.

No Offer or Advice

You acknowledge that the Content (as defined below) of this Website is for general, informational purposes only and is not intended to constitute an offer or recommendation to buy, sell, or hold any securities or promise to undertake or solicit business, and may not be relied upon in connection with any offer or sale of securities. You understand that none of the Content constitutes a recommendation that you should pursue any investment strategy, and the Content is not to be relied upon for the purpose of making investment or other decisions. In addition, you understand and agree that all Content provided in connection with the Website is published without consideration of your individual circumstances. Accordingly, you agree that you are solely responsible for any investment decisions or other determinations

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The information on the Website is provided to you with the understanding that AQR's provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, or other advice or services. Information on this Website should not be relied upon for making business, investment or other decisions or used as a substitute for consultation with professional advisors.

Unless separately and expressly agreed, we neither provide investment advice to, nor receive and transmit orders from, nor carry on any other investment services and activities (as defined in the European Union's Markets in Financial Instruments Directive 2014/65/EU (MiFID II) or the MiFID II regulatory regime in the United Kingdom, as applicable) for you or any Website users.

Risk Factors

INVESTMENT IN ANY OF THE FUNDS, ACCOUNTS AND/OR STRATEGIES DESCRIBED ON THE WEBSITE CARRIES SUBSTANTIAL RISK, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL. THERE IS NO GUARANTEE THAT THE INVESTMENT OBJECTIVES OF THE FUNDS, ACCOUNTS AND/OR STRATEGIES WILL BE ACHIEVED AND RETURNS MAY VARY SIGNIFICANTLY OVER TIME. INVESTMENT IN THE FUNDS, ACCOUNTS AND/OR STRATEGIES DESCRIBED ON THE WEBSITE IS NOT SUITABLE FOR ALL INVESTORS.

PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS.

FUND OFFERING DOCUMENTS, INVESTMENT MANAGEMENT AGREEMENTS AND/OR ACCOUNT OPENING DOCUMENTS CONTAIN IMPORTANT RISKS THAT ARE SPECIFIC TO EACH FUND, ACCOUNT AND/OR STRATEGIES THAT SHOULD BE CONSIDERED BEFORE INVESTING.

INVESTORS SHOULD ONLY INVEST IN A FUND, ACCOUNT AND/OR STRATEGIES ONCE THEY HAVE THOROUGHLY REVIEWED THE PROSPECTUS, INVESTMENT MANAGEMENT AGREEMENT AND/OR OTHER OFFERING OR ACCOUNT OPENING DOCUMENTS AND CAREFULLY CONSIDERED THE RELEVANT INVESTMENT OBJECTIVES, RISKS, CHARGES AND FEES. INVESTORS MAY WISH TO CONSULT AN INDEPENDENT FINANCIAL ADVISOR FOR PERSONAL AND SPECIFIC INVESTMENT ADVICE BEFORE INVESTING.

Exchange rates may cause the value of overseas investments and the income arising from them to rise or fall. The levels and bases of and relief from taxation (if any) may change. Any tax relief referred to (if any) are those currently available and their value depends on the circumstances of the individual investor. Investors should consult their own tax adviser in order to understand any applicable tax consequences.

Material Interests

AQR and its partners, officers and/or employees may have holdings in funds or accounts that may be referred to on the Website and may otherwise be interested in transactions that you effect in those funds or accounts.

User Accounts and Website Access

If you choose, or are provided with, a user name, password or any other piece of information as part of AQR's security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You agree to notify AQR immediately of any unauthorized access to or use of your user name or password or any other breach of security (<https://www.aqr.com/Contact-Us>). You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

AQR has the right to disable any user account at any time in AQR's sole discretion for any or no reason, including if, in AQR's opinion, such user has violated any provision of these Terms.

You may stop using this Website at any time. These Terms automatically terminate when you fail to comply or if we reasonably believe that you have not complied with any term or condition of them. Termination will not limit any of our other rights or remedies. Any provision that must survive in order to give proper effect to the intent and purpose of these Terms shall survive termination.

No Warranties

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER AQR NOR ANY PERSON ASSOCIATED WITH AQR MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER AQR NOR ANYONE ASSOCIATED WITH AQR REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NOTHING CONTAINED ON THIS WEBSITE SHOULD BE CONSTRUED AS AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY INTERESTS IN ANY SECURITIES OR PRODUCTS OFFER OR BY AQR. AN OFFERING OF INTERESTS WILL BE MADE ONLY BY MEANS OF A CONFIDENTIAL PRIVATE OFFERING MEMORANDUM AND ONLY TO QUALIFIED INVESTORS IN JURISDICTIONS WHERE PERMITTED BY LAW.

CERTAIN INFORMATION CONTAINED ON THE WEBSITE HAS BEEN SUPPLIED BY THIRD PARTIES. AQR CANNOT GUARANTEE THE ACCURACY OF ANY SUCH INFORMATION AND DOES NOT REPRESENT THAT SUCH INFORMATION IS ACCURATE OR COMPLETE.

Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AQR DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, USE, INABILITY TO USE OR PERFORMANCE OF, OR THE INFORMATION, CONTENT, PRODUCTS, SERVICES, FEATURES, FUNCTIONALITIES, OR MATERIALS AVAILABLE FROM OR THROUGH THE WEBSITE. IN NO EVENT SHALL AQR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF OR RESULTING FROM (A) THESE TERMS; (B) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (C) WEBSITE CONTENT, PRODUCTS, SERVICES, FEATURES, OR FUNCTIONALITIES; (C) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; (D) ANY LOSS OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF A USER'S DATA; OR (E) PROCUREMENT OF ANY SUBSTITUTE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLES, EVEN IF AQR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY.

YOU FURTHER AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You acknowledge and agree that the above limitations of liability, together with the other provisions in these Terms that limit liability, are essential terms and that AQR would not be willing to grant you the rights set forth in these Terms but for your agreement to the above limitations of liability.

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, UNLESS OTHERWISE REQUIRED BY LAW.

Indemnity

You agree that you will be solely responsible for, and that you will defend, indemnify, and hold AQR and each of their respective partners, officers, directors, agents, employees, and representatives harmless from and against any and all claims, demands, liabilities, costs, or expenses, including reasonable attorneys' fees, resulting from your violation of these Terms of Use or otherwise resulting from your use of the Website. AQR reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which it is entitled to indemnification, but you must still indemnify AQR for all liabilities, losses, or damages. You agree to provide AQR with whatever cooperation it reasonably requests.

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Past performance is not necessarily a guide to future performance. No representation is being made that any investment or transaction will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided. The investment return and principal value of an investment will fluctuate and, as a result, your investment value may be more or less than original cost.

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Privacy and Use of Personally Identifiable Information

In addition to these Terms, your use of and access to the Website is also subject to our Website Privacy Policy (the "Privacy Policy"), which are incorporated by reference herein, as applicable. Our Privacy Policy contains additional terms relating to our potential collection, use, and disclosure of your personal information, as applicable. You agree that you have read, agreed to, and understand our Privacy Policy.

Cyber Security

AQR seeks to protect the privacy and security of information and its Website. AQR cannot, however, assure you that your information will never be disclosed in a manner inconsistent with these Terms and makes no representations or warranties regarding the sufficiency of our security measures.

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General Terms

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Waivers are effective only if in writing and signed by us and you. These Terms may not be amended unless in writing. If any provision of these Terms is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been used. Nothing contained in these Terms will be deemed to constitute AQR or you as the agent or representative of the other or as joint venturers or partners. These Terms inure to the benefit of and will be binding upon our and your permitted successors and assigns. You must not transfer any of your rights or obligations under these Terms to anyone else without our prior written consent. All of our rights and obligations under these Terms are assignable. Headings and captions are for convenience only.

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