

The D. E. Shaw Group Online Terms of Use

Effective Date: April 10, 2026

Thank you for visiting the D. E. Shaw Group’s website and for viewing these terms and conditions of use (the “**Terms of Use**”). We use these Terms of Use to tell you about the rights and obligations both you and the D. E. Shaw Group have when you visit and use our website and its features.

1. This is a contract.

These Terms of Use and our [Online Privacy Statement](#) (the “**Privacy Statement**”) together are a legally enforceable contract between you and the D. E. Shaw Group, and your acceptance of them is a condition to using our website. When you first visit our website, you are presented with a banner regarding your privacy choices for cookies and other tracking technologies. Regardless of what choice you make on that banner, if you continue on to our website, you will be confirming your acceptance of these Terms of Use. We retain, via technical means, a record of your acceptance such that the banner may not appear thereafter unless you clear your cache. Your continued visits to and use of our website serve as your ongoing acceptance of these Terms of Use and our Privacy Statement.

THESE TERMS OF USE CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH CAN BE FOUND [HERE](#). BY ACCEPTING THESE TERMS OF USE, YOU ARE AGREEING TO BIND YOURSELF TO THOSE PROVISIONS. DO NOT CLICK “ACCEPT” OR ACCESS OUR WEBSITE IF YOU DO NOT AGREE TO THOSE PROVISIONS.

2. Some important vocabulary.

Since these Terms of Use are a binding legal contract, clarity is important. You will notice that we capitalize certain words in these Terms of Use even when the rules of grammar do not require capitalization. We do this because in the context of these Terms of Use, such capitalized words have specific meanings, which can be found where they are first used, as indicated by bold text (like “Terms of Use” described above). Some additional words have special meanings whenever you see them in these Terms of Use as follows: the words “**you**” and “**your**” refer to each individual user accessing and using our website. The references to “**the D. E. Shaw Group**,” “**we**,” “**us**,” or “**our**” refer individually and collectively to D. E. Shaw & Co., L.P. and its affiliates.

When we talk about our “**website**”, we mean our website found at [deshaw.com](#) and its public subdomains, except where a separate terms and conditions of use is applicable to such subdomain, and such others as we may make available from time to time under the D. E. Shaw brand in order to let our website visitors view our website or otherwise interact with our Content. “**Content**” means the text, images, graphics, logos, audio, video, and other information and materials we make available on or from our website, which may include information from third parties. When we use the word “including”, we mean it in what is known as an “exemplary manner” such that it encompasses “including, without limitation” or “including, but not limited to.” When we use the word “will” or “shall”, we mean that

performance of that particular condition is required. When we use the word “may”, we mean there is not an obligation to perform but rather a right to choose to perform.

3. Sometimes things change.

The effective date on these Terms of Use above indicates the date on which these Terms of Use were last updated. We may revise these Terms of Use at any time to reflect, among other things, changes in technology, our business model, or law or regulation. Although we ask that you check this page periodically for such revisions, we will try to post notice that a material revision has been made somewhere within our website. However, whether or not we provide, or you see, such notice, by continuing to access and use our website after the revisions are made, you will have accepted and agreed to the revised Terms of Use.

4. Using our Content.

You may access and view our Content and use the features of our website on your computer or mobile device solely for your personal, non-commercial use. You also may print out and make copies of our Content in connection with that personal, non-commercial use. You may not make use of our website or any Content for any commercial purpose whatsoever unless you have received our express written permission in advance. You acknowledge that if you make any such prohibited use, it will be a breach of these Terms of Use allowing us to pursue certain remedies under the laws governing contracts. Breach of certain obligations under these Terms of Use also may be a violation of other applicable laws such as intellectual property laws. We have the right to terminate, suspend, and/or impose limits on your use of our website, and/or to discontinue the operation of our website, in all cases for any or no reason without notice.

We will not be responsible or liable for any loss or damage you might suffer from your failure to comply with these Terms of Use.

You must not use our website, Content, and the various features and functions offered on or through our website for, or in connection with:

- reverse engineering, making machine code human readable, or creating derivative works or improvements;
- certain types of scraping, crawling, downloading, screen-grabbing, or otherwise copying and/or transmitting them, if such activities are disallowed by our robots.txt file;
- commercially exploiting or providing them to third parties;
- introducing, transmitting, or storing viruses or other malicious code;
- interfering with their security or operation;
- framing or mirroring them;
- creating, benchmarking, or gathering intelligence for a competitive offering;
- removing, modifying, or obscuring proprietary rights notices on them;

- defaming or harassing anyone;
- infringing another party’s intellectual property rights, including failing to obtain permission to upload/transfer/display works of authorship;
- intercepting or expropriating data; and/or
- spamming, spoofing, or otherwise misrepresenting transmission sources

5. We think globally, but speak and act locally: so U.S. law controls.

We control and operate our website from within the United States of America (the “**U.S.**”). Although we do not actively block or monitor visitors from other countries, our website is directed at visitors from the U.S. who are age 18 or older. As such, your use of our website and Content, and the enforcement of these Terms of Use, are governed and construed exclusively in accordance with the laws of the State of New York and the federal laws of the U.S. enforced within New York, without regard to principles of conflicts of laws.

The English language version of these Terms of Use is the controlling version regardless of any translation you may attempt. Other than certain privacy and data security matters addressed in our Privacy Statement, we cannot promise that our website or any Content are appropriate or lawful for use in other locations outside of the U.S. or that our operation (including our processing and handling of submissions you may make) will comply with non-U.S. laws. Users who choose to access our website or any Content from outside the U.S. or, per Section 11, submit materials from outside the U.S. and/or as non-U.S. citizens, do so of their own initiative, and are responsible for compliance with all applicable local, state, national, and international laws and treaties.

No matter the location from which you access and use our website or Content, you also must comply with all laws applicable to such use, including U.S. export control and countries of concern laws that prohibit access from certain embargoed, prohibited, or restricted countries or access by prohibited, denied, and specially designated persons.

If the U.S. government wants to access our website, your Account (defined in Section 7 below), or our Content through you, our website and Content will be considered the following (or their equivalents) under applicable state and federal acquisition regulations: “commercial computer software”, “commercial computer software documentation”, and “restricted data” under “Limited Rights” and “Restricted Rights”, and only as commercial end items under the same rights granted to other general users.

All court proceedings relating to Equity Claims (defined in Section 15 below) must be brought in the state or federal courts located in New York County, New York and you hereby irrevocably consent to the exclusive personal jurisdiction of such courts.

6. The origins and uses of Content.

Content may have a variety of origins, including information generated and provided by us and third parties. We cannot promise that our Content is or will be:

- accurate or complete;

- current (or that it will be updated);
- error free (either technically or with respect to typographical errors); and/or
- free from interruptions, computer viruses, or other harmful components.

You may make use of our Content as described in Section 4, but under no circumstances will we be liable for any loss or damage caused by such use and/or your reliance on our Content. It is, therefore, your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other elements of our Content.

7. No offer to invest; Investor Portal.

Neither our website nor any Content are or should be construed as an offer, or solicitation of an offer, or other form of invitation or inducement, to make any investment or sell or buy any financial instrument; nor is any statement made on our website or in our Content intended to be an investment or financial forecast, research report, advice, or recommendation.

These Terms of Use apply to our current and prospective investors in their capacity as visitors to our website. If you become an investor or seek to invest with our portfolios or funds, you will be provided with and/or enter into separate contracts and other documentation in connection therewith.

Investor Portal.

Our website links to an investor portal for those who have investment contracts with us (the “**Investor Portal**”). Accessing the Investor Portal will require you to register and create an account (“**Account**”). Once you log into the Investor Portal, your use thereof, and our collection and tracking of information in connection with such use, are governed by separate terms as well as the laws and regulations promulgated by the Securities and Exchange Commission, FINRA, and similar regulatory bodies having jurisdiction. Those terms, laws, and regulations may differ from the consumer oriented privacy laws referenced in our [Privacy Statement](#), providing different data subject rights and imposing distinct obligations on us.

8. Careers Page.

Our website may link to a “How to Join” or similar page or job candidate portal (our “**Careers Page**”). Neither our website nor any Content are or should be construed as an offer, or solicitation of an offer, or other form of invitation or inducement or promise of employment with the D. E. Shaw Group. Positions posted on our Careers Page may be withdrawn or changed without notice. These apply to you in your capacity as a visitor to our website. If you apply to become a candidate for a posted position, you may be provided with certain applicable notices, policies, or disclosure related thereto (“**Candidate Notices and Disclosures**”). These Terms of Use are separate and apart from and do not modify or amend Candidate Notices and Disclosures. If there is a conflict or inconsistency between these Terms of Use and/or the Privacy Statement on the one hand, and the Candidate Notices and Disclosures on the other, regarding employment matters including privacy of employment related information, the Candidate Notices and Disclosures shall govern.

9. Trademarks and other intellectual property rights.

The logos, names, and other similar identifiers (collectively, the “**Trademarks**”) displayed on our website and/or Content are registered and unregistered Trademarks of the D. E. Shaw Group or its affiliates, and may not be used without consent. The print-outs and copies you are permitted to make under Section 4 may have Trademarks on them and you may make incidental, personal, non-commercial use of them to the same extent as those print-outs and copies. Except for such use, nothing contained on our website, or in these Terms of Use or the Privacy Statement should be construed as granting you any license or other right to use any Trademark displayed. As between you and us, we are the exclusive owners of all right, title, and interest, including intellectual property rights (including copyrights, patents, and trademarks), proprietary rights (including trade secrets and database rights), and moral rights (including rights of attribution and authorship) throughout the world in and to our website, Content, and their look and feel, design, and organization and compilation, as well as all Trademarks. If you believe any Content appearing on our website violates your intellectual property rights, please give us notice so we can consider appropriate take down procedures, including with respect to copyrights as described in Section 17.

10. Social media.

This Section applies to everyone who interacts with our social media presence. You are therefore viewing this page because you linked/interacted with the comment sections, feeds, and other elements of social media presence viewable on YouTube, LinkedIn, or any other available external third-party social media platforms we may utilize (“**External Social Media Presence**”).

Social media platforms are places of public information exchange, and you should have no expectation of privacy when using their comments, “likes”, or other interactive public features. Specifically, neither these Terms of Use nor our Privacy Statement apply to our External Social Media Presence. The sites and platforms that host our External Social Media Presence are not controlled by us and therefore have their own privacy policies and terms of use that are separate from ours. The comments and opinions expressed by users on social media are theirs alone and do not reflect the opinions of the D. E. Shaw Group. Comments that some would consider inappropriate or offensive may appear on our External Social Media Presence and may remain there until they have been identified by us or called to our attention and we are able to work through the necessary procedures and technical processes to have them removed. If you see an offensive or inappropriate post or comment on our External Social Media Presence, you should report it to the operator of the applicable site or platform using the procedures they have established for that purpose.

11. Submitted Materials; user-generated content.

All information, ideas, suggestions, concepts, or other materials submitted by you voluntarily or at our request, such as questions sent to us through the contact information provided on the “Contact” page of our website or user-generated content on our External Social Media Presence (collectively, “**Submitted Materials**”), may be used by us in any lawful manner, provided that personal information portions of Submitted Materials will only be used as described in our Privacy Statement. By providing Submitted Materials you: (a) represent and warrant that you own or otherwise have all necessary rights to do so and

that the Submitted Materials comply with all applicable laws; and (b) grant to us a royalty-free, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, and sublicensable right and license to copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, sell, export, and otherwise use such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Materials that you provide to us; therefore, you should retain copies of all such data and information in your own records.

As previously described elsewhere in these Terms of Use:

- our collection of certain information about you, including personal information provided as part of the above-described Submitted Materials, is subject to our Privacy Statement which is incorporated into these Terms of Use by reference; and
- any attempt you make to submit a contractual document purporting to bind the D. E. Shaw Group or its affiliates as Submitted Materials or otherwise, is hereby rejected and null, void, and of no effect.

12. Accessibility and assistive technologies.

We are committed to making our website reasonably available to all visitors, including those with disabilities, and have designed our website with accessibility in mind. If you notice any Content or feature that is not accessible to your or someone else's assistive technology, please email us at the email address provided in Section 20 and provide a description of the specific issue you identified. We take such input seriously and will evaluate it in the context of our overall accessibility design.

13. Third-party websites and content.

Links from our website.

You may see on our website hyperlinks or pointers to other websites maintained by third parties and we also may provide third-party content on our website by framing or other methods (collectively, "**Links**"). Links are provided for your convenience and information only. The fact that we provide a Link does not mean that we endorse, authorize, or sponsor that website, social media platform, or offering, or that we are affiliated with the third-party owners or sponsors. Neither our websites nor parties to which a Link will bring you to are under our control and as such we are not responsible in any way for their availability, content, advertising, products, or materials, including any further links their sites may contain. This means that once you follow an external Link, you are no longer subject to our Privacy Statement or these Terms of Use. You should, therefore, carefully review the privacy statements and other terms and conditions of use and sale related to any Links. We reserve the right to terminate a Link at any time without notice.

Links to our website.

If you link to our website, we: (a) reserve the right to object to and delete (or require deletion of) such link at any time, for any reason; and (b) require that you abide by the following rules:

- you may not present the link to our website in any manner that suggests we have any relationship or affiliation with your site or endorse, sponsor, or recommend the information, products, services, or content on your site unless we expressly agree to your doing so in writing;
- we reserve the right to object to any link which uses Trademarks; and
- your link to our website may not in-line, frame, embed, or otherwise incorporate Content unless we grant its express permission in writing.

Links from obscene, scandalous, profane, defamatory, or unlawful sources, or any site that may adversely affect the name, reputation, or goodwill of the D. E. Shaw Group are prohibited. In addition, the use of Trademarks or other words or codes identifying the D. E. Shaw Group in any “metatag” or other information used by search engines or other information location tools is strictly prohibited unless we grant express permission in writing.

14. Warranty disclaimer; liability; indemnity.

OUR WEBSITE, ITS CONTENT, THE ACCOUNTS, AND ANY OTHER INFORMATION, FEATURES, AND FUNCTIONS OR SERVICES ON THEM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE D. E. SHAW GROUP, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, SHAREHOLDERS, AND REPRESENTATIVES (THE “**D. E. SHAW GROUP PARTIES**”) DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR STATUTORY. IF YOU ARE DISSATISFIED, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF OUR WEBSITE, CONTENT, AND YOUR ACCOUNT.

THE D. E. SHAW GROUP PARTIES HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES (INCLUDING CLAIMS OF DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO YOUR USE OF, OR THE INABILITY TO USE, OUR WEBSITE, ITS CONTENT, FEATURES AND FUNCTIONS, AND ANY ACCOUNTS OR SERVICES THAT YOU ACCESS THROUGH IT. THESE LIMITATIONS SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE D. E. SHAW GROUP PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE D. E. SHAW GROUP PARTIES IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE D. E. SHAW GROUP PARTIES’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND/OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR RELATING TO OUR WEBSITE, OUR CONTENT, OR THESE TERMS OF USE EXCEED FIFTY DOLLARS (US \$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You agree to defend, indemnify, and hold the D. E. Shaw Group Parties harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from your use of our website, our Content, your Account, or your breach or violation of applicable laws or of these Terms of Use. We reserve the right, at our expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

15. Disputes.

EXCLUDING EQUITY CLAIMS AND THE RIGHT TO LODGE PRIVACY COMPLAINTS WITH SUPERVISORY AUTHORITIES IN CERTAIN JURISDICTIONS AS DESCRIBED IN OUR PRIVACY STATEMENT, IF EITHER PARTY WANTS TO BRING A CLAIM OR CAUSE OF ACTION AGAINST THE OTHER UNDER THESE TERMS OF USE OR OUR PRIVACY STATEMENT, OR IF ANY DISPUTE ARISES BETWEEN THE PARTIES AS A RESULT OF THESE TERMS OF USE OR OUR PRIVACY STATEMENT OR YOUR USE OF OUR WEBSITE OR OUR CONTENT, EACH PARTY AGREES TO USE ARBITRATION AS THE SOLE AND EXCLUSIVE MEANS TO BRING SUCH A CLAIM OR CAUSE OF ACTION OR TO RESOLVE SUCH A DISPUTE. YOU UNDERSTAND THAT BY AGREEING TO THE FOREGOING AND THE MORE SPECIFIC TERMS BELOW, EACH OF THE PARTIES ARE GIVING UP THEIR RIGHT TO FORM OR BE A PART OF A CLASS ACTION OR OTHER REPRESENTATIVE LAWSUIT. YOU ARE NOT, HOWEVER, WAIVING YOUR ABILITY TO RECOVER DAMAGES. ALTHOUGH ARBITRATION PROCEDURES ARE DIFFERENT FROM COURT PROCEDURES, AN ARBITRATOR CAN AWARD YOU INDIVIDUALLY THE SAME DAMAGES AND RELIEF AS A COURT, AND JUDGMENT ON THAT AWARD MAY BE ENTERED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION.

As such, both parties specifically agree that:

Arbitration.

Except for claims by us related to intellectual property infringement or for other equitable relief ("**Equity Claims**"), and lodging complaints in the manner described in our Privacy Statement, all claims, causes of action, and disputes (collectively, "**Disputes**") that cannot be resolved by the parties after a good faith effort at negotiation shall be submitted for arbitration in the forum of the American Arbitration Association ("**AAA**") located in New York County in the State of New York before a single arbitrator mutually agreed to by the parties or, in the absence of such mutual agreement, selected by the AAA in accordance with its rules. The AAA will apply the Commercial Arbitration Rules to the arbitration of any Dispute pursuant to these Terms of Use or our Privacy Statement (excluding any rules or procedures governing or permitting class actions). You can get procedures (including the process for beginning an arbitration), rules, and fee information from the AAA website (www.adr.org).

The party seeking to commence arbitration must first notify the other party in writing at least 30 days in advance of initiating the arbitration. Notice to us should be sent to the address as set forth in Section 20 below. We will provide notice to your email address(es) and street address(es), if any, on file with us. The notice must describe the nature of the claim and the relief being sought.

Regardless of such notice, no arbitration may be commenced if barred by the statute of limitations applicable to the Dispute. The arbitrator shall have no power to award punitive damages, or any other

damages not measured by the prevailing party's actual damages. Even if other portions of these arbitration provisions are held to be invalid or unenforceable, the arbitrator shall not have the power to award or impose any remedy that could not be made or imposed by a court sitting in the jurisdiction and venue agreed to by the parties and deciding the matter in accordance with the laws of the State of New York. All aspects of the arbitration including the result shall be treated as confidential and shall not be disclosed unless required by legal, audit, or regulatory requirements. The amount of any settlement offer made by either party prior to arbitration cannot be disclosed to the arbitrator. The arbitration proceedings are subject to the U.S. Federal Arbitration Act and hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. The award of the arbitrator shall be binding and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The arbitration will occur in U.S. English. Payment of any fees will be decided by the applicable AAA rules.

Class Action Waiver.

THE PARTIES AGREE THAT EACH MAY BRING CLAIMS TO THE FULLEST EXTENT LEGALLY PERMISSIBLE AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING (COLLECTIVELY, THE "**CLASS ACTION WAIVER**"). Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a party commences a representative or class proceeding and for whatever reason the Class Action Waiver set forth above cannot be enforced as to some or all of the Dispute, then the agreement to arbitrate will not apply to that Dispute or portion thereof. Any Disputes covered by any deemed unenforceable Class Action Waiver provision may only be litigated in state and federal courts located in the State of New York, but the remainder of the agreement to arbitrate will be binding and enforceable. For the avoidance of doubt, the parties do not agree to class arbitration or to the arbitration of any claims brought on behalf of others.

16. Term and termination.

These Terms of Use apply to all users of our website at all times until we supersede and replace them. As stated previously, we may at any time terminate, change, suspend, add to, or discontinue any aspect of our website itself, or your right to use it, including your Account and any Content, without notice or liability to you.

17. Digital Millennium Copyright Act notice.

Our website maintains specific contact information provided below, including an email address, for notifications of claimed infringement regarding materials posted to our website. All notices should be addressed to the following contact:

The D. E. Shaw Group/Notification of Claimed Infringement
Attn: DMCA/Copyright Agent, Legal & Compliance
Address: Two Manhattan West
375 Ninth Avenue, 52nd Floor
New York, NY 10001
Phone: 212-478-0000
Email: legal-notices@deshaw.com

You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, the Digital Millennium Copyright Act requires that you include the following information: (a) description of the copyrighted work that is the subject of claimed infringement; (b) description of the infringing material and information sufficient to permit us to locate the alleged material; (c) contact information for you including your address, telephone number, and/or email address; (d) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (e) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (f) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of, or inability to process, your complaint.

18. Security.

You are solely responsible for the security of your own devices and networks. This includes using and maintaining appropriate anti-virus, firewall, and backup software. The D. E. Shaw Group disclaims any responsibility or liability for any problem with your computer systems, including any malware that your computer may receive as a result of your use of our website.

19. Miscellaneous provisions.

These Terms of Use and the Privacy Statement are the entire agreement between the D. E. Shaw Group and all visitors and users of our website. Neither any course of conduct between the parties nor trade practice will modify these Terms of Use. We may assign our rights and duties under these Terms of Use to any party at any time without notice to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of our website, these Terms

of Use, and the Privacy Statement must be filed by you within one (1) year after such claim or cause of action arose or be forever barred. Should any provision of these Terms of Use be held to be unenforceable, that provision will be limited to the minimum extent necessary and the remaining provisions hereof shall remain in full force and effect. The waiver of any breach of these Terms of Use will not constitute a waiver of any other or future breach and will not act to amend or negate the rights of the waiving party. You may not assign your rights or obligations hereunder. The parties are independent contractors and not agents or joint venturers. The provisions of these Terms of Use pertaining to disclaimers, exclusion of damages, limitation of liability, and indemnification shall survive termination.

20. Contacting us.

If you have questions about these Terms of Use, please contact us at legal-notices@deshaw.com.