

**TREMONT MORTGAGE TRUST TERMS AND CONDITIONS**  
**Last Updated: February 1, 2019**

**PLEASE READ AND FAMILIARIZE YOURSELF WITH THESE TERMS AND CONDITIONS OF USE CAREFULLY AND COMPLETELY BEFORE USING THIS WEBSITE.**

This website is provided by Tremont Mortgage Trust (“TRMT”), subject to the following terms and conditions (“Terms and Conditions”). By using this website, you agree to these Terms and Conditions.

**1. Copyright, Other Intellectual Property Rights**

The designs of this website (the “Website”), and all text, graphics, information, content, and other material displayed on the Website, may be protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material. You may not modify the information or materials displayed on, or that can be downloaded from, the Website in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations. All material appearing on the Website, including but not limited to the images, text, terms and conditions, [privacy notice](#) (which includes our cookies policy), source code, designs or anything else that is delivered to your broker when you use any portion of the Website (collectively, the “Content”), is intellectual property owned by TRMT. You may retrieve and use TRMT’s content for your own internal personal use pursuant to these Terms and Conditions, but all other uses not authorized in writing in advance are prohibited.

You shall not:

- i. Sublicense, sell, assign, modify, adapt, translate, or otherwise share the Content with anyone, except as expressly permitted in writing by Us;
- ii. Distribute, copy, make derivative works of, or otherwise use any Content that violate the copyrights, trademarks, or other of TRMT’s intellectual property rights, or any third party;
- iii. Duplicate any part of the Website or any Content appearing on the Website, for any purpose, except as expressly provided elsewhere in these Terms and Conditions;
- iv. Distribute, share, trade or create any derivative works based on the Website, or any of the Content, and You agree and stipulate that any and all such uses is NOT “fair use” under 17 U.S.C. § 107;

- v. Use the Website and/or any of the Content for any public display, public performance, sale or rental, and You hereby agree and stipulate that any and all such uses are NOT “fair use” under 17 U.S.C. § 107;
- vi. Post, share, trade or offer for use/viewing/listening to or transcription copy of any or all of the Content to or through any websites or service, including, without limitation, through one-click hosting sites, file locker sites, bit torrent protocol, public or private forums, social sites, video hosting “tube” sites, or any other similar technology;
- vii. Remove any copyright, trademark or other proprietary notices from any of the Content; or
- viii. “Mirror” any material contained on the Website without TRMT’s express prior written permission.

You acknowledge and agree that the foregoing list of prohibited uses is exemplary, non-exhaustive, and provided for illustrative purposes. You further agree that the use of bots, employees, contractors, resellers, assigns, or any kind of automated process to copy, download, hot-link, frame, or otherwise use any Content is prohibited and will in all instances be considered a prohibited commercial use.

All rights not expressly granted to you are reserved to:

Tremont Mortgage Trust  
Two Newton Place  
255 Washington Street  
Newton, MA 02458  
United States of America  
Telephone: 617-219-1440

## **2. User Submissions**

Except as otherwise set forth under the “Governance Hotline” section of this website or as otherwise explicitly limited in TRMT’s Code of Business Conduct and Ethics or by any policies or procedures of TRMT, its Board of Trustees or any committee thereof explicitly requiring that information be kept anonymous or confidential, you acknowledge and agree that TRMT shall own and have the unrestricted right to use, publish, in electronic form and otherwise, distribute and exploit any and all information that you post or otherwise publish on this website (collectively, “Submissions”). You hereby waive any and all claims against TRMT for any alleged or actual infringements of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with TRMT’s use and publication of such Submissions. This means that anything submitted by you to this website subject to the exceptions set forth above, may be used by TRMT for any purpose, now or in the future, without any payment to, or further authorization by, you. You hereby grant TRMT a perpetual, royalty-free, non-exclusive, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute,

perform or display such Submissions, in whole or in part, in any form, media or technology known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes.

TRMT does not represent or endorse the accuracy or reliability of any Submissions displayed, uploaded, posted on any message board, or otherwise distributed through this website by any user of this website, information provider or any other third party. Subject to the exceptions set forth above, TRMT expressly disclaims any and all liability related to Submissions, and you acknowledge that any reliance upon such Submissions shall be at your sole risk.

TRMT in its sole discretion reserves the right to refuse to post and the right to remove any information or Submission from this website, in whole or in part, for any reason.

### **3. Rules of Conduct for Using the TRMT Website**

The following activities are strictly prohibited in connection with use of the Website or any services provided in connection therewith:

- i. Stating or implying that any statement made or conduct undertaken by you is endorsed or approved by TRMT without TRMT's prior express written consent.
- ii. Publishing on the Website any materials that (1) are threatening, libelous, defamatory, pornographic or obscene; (2) would constitute, or that would encourage conduct that would constitute, a criminal offense, give rise to civil liability, or otherwise violate law, including without limitation unlawful discrimination against one or more protected classes; (3) infringe the intellectual property, privacy, or other rights of any third parties; (4) contain a computer virus or other destructive element; (5) contain advertising; or (6) constitute or contain false or misleading statements.
- iii. Transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- iv. Circumventing any encryption or other security tool(s) used anywhere on the Website, or otherwise introduce any virus, worms, Trojan horses, corrupted files, or other malware to the Website or its code.
- v. Forging of headers or other manipulation of identifying information in order to disguise the origin of any information transmitted via the Website;
- vi. Using technology in any matter without TRMT's prior express written authorization in order to direct any person away from the Website to another website for any purpose;
- vii. Reverse engineering, deciphering, decompiling or otherwise disassembling any portion of the Website, or causing others to do so.

#### **4. Use of Information and Resources Disclaimer**

Certain marks that appear on this website, including names and logos identifying TRMT and its affiliates and subsidiaries and each of their products and services, including but not limited to Tremont Mortgage Trust, are trademarks or service marks owned by TRMT and shall not be used by you without prior written permission of TRMT. Other marks that appear on this website may be claimed as trademarks or service marks by their respective owners, who may or may not be affiliated with TRMT. You do not have the right to use any trademarks or service marks found on TRMT's website without the prior express written permission of the owner of such trademarks or service marks.

#### **5. Disclaimer of Warranties**

While TRMT attempts to convey accurate and current information on this website, the information provided on this website may contain typographical or technical errors. Information on this website is provided to you "AS IS" and "AS AVAILABLE" and without warranty of any kind.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TRMT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, TRMT DOES NOT WARRANT THAT: (1) THE INFORMATION ON THIS WEBSITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY ACKNOWLEDGE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Further, TRMT expressly disclaims any duty or obligation to update or correct information contained on this website. TRMT assumes no liability or responsibility for any errors or omissions in the information provided on this website. You expressly agree that your use of this website is at your sole option and risk and as such you assume full responsibility and all risks arising from or relating to your use of this website. You must confirm the accuracy of any information presented on or through this website before relying on it in any way.

#### **6. Links to Other Internet Websites**

Information that TRMT publishes on the Internet may contain links to other websites. TRMT is not responsible for information found on any linked website, including information that may be about TRMT, and TRMT makes no representations about any other website that you may access through this website. The links are provided only as citations and aids to help you locate and identify other Internet resources which may be of interest. These links are not intended to state or imply that TRMT has sponsored, approved or adopted any materials on the linked sites or that it is legally authorized to use any trade name, trademarks, logo, seal or copyrighted information reflected in the linked website. TRMT is not liable in any way to the reader or to any other person, entity, firm or corporation for the accuracy or completeness of any information or data in the linked websites or for any delays, errors or omission of any such information or data, or for actions taken in reliance thereto or for any damages arising therefrom. Furthermore, TRMT does not endorse the products or services offered by any company or person linked to this website nor is it responsible for any software or the content of any information published on this website or any other party. You should take precautions when downloading files from websites to protect your computer software and data from viruses and other destructive programs.

## **7. Information Provided By Third Parties**

The data provided by TRMT is for informational purposes only, and is not intended for trading purposes. TRMT nor its data or content providers guarantee the sequence, accuracy, or completeness of any stock price information or other data displayed, nor shall any such party be liable in any way to the reader or to any other person, entity, firm or corporation whatsoever for any delays, inaccuracies, errors in, or omission of any such information or data or the transmission thereof, or for any actions taken in reliance thereon or for any damages arising therefrom or occasioned thereby or by reason of non performance or interruption or termination of the stock price information for any cause whatsoever.

## **8. Forward Looking Statements**

This website, including press releases, SEC filings and other documents posted, contains statements which constitute forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and other securities laws. Also, whenever we use words such as “believe,” “expect,” “anticipate,” “intend,” “plan,” “estimate,” “will,” “may,” and negatives or derivatives of these or similar expressions, we are making forward looking statements. These forward looking statements are based upon our present intent, beliefs or expectations, but forward looking statements are not guaranteed to occur and may not occur. Actual results may differ materially from those contained in or implied by our forward looking statements as a result of various factors. The information contained in our filings with the SEC, including under the caption “Risk Factors” in our periodic reports, or incorporated therein, which are accessible in the “Investor Relations” section of TRMT’s website and at the SEC’s website at [www.sec.gov](http://www.sec.gov), identifies important factors that could cause our actual results to differ materially from those stated in or implied by our forward looking statements. You should not place undue reliance upon our forward looking statements. Except as required by law, we do not intend to update or change any forward looking statements as a result of new information, future events or otherwise.

## **9. Investor Relations; No Endorsement, Advice or Professional Consultation**

Material contained in this website, including without limitation the “Investor Relations” section, is for information purposes only and is not intended to constitute an offering of securities in any jurisdiction. This information is provided to you with the understanding that TRMT’s provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. There may be delays, omissions or inaccuracies in information obtained through your use of this website. Since the Internet cannot be considered secure and because the information on this website may appear different from original printed material, this information should not be used for the purpose of making business, investment or other decisions or used as a substitute for consultation with professional advisors. If you are contemplating investments in TRMT, you should request printed copies of any such documents directly from TRMT.

Moreover, TRMT does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through this website by TRMT, any user, information provider or any other person or entity. You acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option and risk. Moreover, TRMT does not grant any license or other authorization to you to use this website in any manner if such use in whole or in part suggests that TRMT promotes or endorses any third party’s causes, ideas, political campaigns, political views, websites, products or services.

## **10. Privacy Notice.**

TRMT’s Privacy Notice also applies to your use of this website and is incorporated herein by this reference. TRMT’s Privacy Notice also incorporates our Cookies Policy. You can review TRMT’s Privacy Notice [here](#).

## **11. Infringement Notices and Takedown**

TRMT prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on this website infringes your copyright, you should notify TRMT of your copyright infringement claim in accordance with the following procedure. TRMT will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act, or DMCA. The DMCA requires that notifications of claimed copyright infringement should be sent to this website's Designated Agent who is:

Manager, Investor Relations  
Tremont Mortgage Trust  
Two Newton Place  
255 Washington Street  
Newton, MA 02458 USA  
Telephone: (617) 219-1410

E-mail: [ir@trmtreit.com](mailto:ir@trmtreit.com)

To be effective, the notification must be in writing and contain the following information as required by the Digital Millennium Copyright Act, 17 U.S.C. §512(c)(3):

- i. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **12. Indemnification**

You hereby indemnify, defend, and hold harmless TRMT and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, trustees, shareholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of or relating to your use of this website or any breach by you of these Terms and Conditions or the representations, warranties, and covenants you have made by agreeing to these Terms and Conditions. You shall cooperate as fully as reasonably required in the defense of any such claim. Such cooperation shall include, if requested by TRMT, providing documents requested by TRMT and making yourself available as a witness for deposition, hearing or trial. TRMT reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **13. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL TRMT OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, TRUSTEES, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES,

ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE INFORMATION CONTAINED ON THIS WEBSITE OR OBTAINED FROM YOUR USE OF THIS WEBSITE, INCLUDING FOR VIRUSES OR MALWARE ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, EVEN IF TRMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TRMT'S OR ANY OF ITS PREDECESSORS', SUCCESSORS', PARENTS', SUBSIDIARIES', AFFILIATES', OFFICERS', TRUSTEES', SHAREHOLDERS', INVESTORS', EMPLOYEES', AGENTS', REPRESENTATIVES' AND ATTORNEYS' AND THEIR RESPECTIVE HEIRS', SUCCESSORS' AND ASSIGNS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED \$100.00. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

#### **14. Statement Concerning Limited Liability**

THE AMENDED AND RESTATED DECLARATION OF TRUST ESTABLISHING TREMONT MORTGAGE TRUST, DATED JUNE 3, 2009, A COPY OF WHICH, TOGETHER WITH ALL AMENDMENTS AND SUPPLEMENTS THERETO, IS DULY FILED IN THE OFFICE OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT THE NAME "TREMONT MORTGAGE TRUST" REFERS TO THE TRUSTEES UNDER THE DECLARATION OF TRUST, AS SO AMENDED AND SUPPLEMENTED, COLLECTIVELY AS TRUSTEES, BUT NOT INDIVIDUALLY OR PERSONALLY, AND THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF TREMONT MORTGAGE TRUST SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, TREMONT MORTGAGE TRUST. ALL PERSONS DEALING WITH TREMONT MORTGAGE TRUST IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF TREMONT MORTGAGE TRUST FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.

#### **15. Changes to Website and Terms and Conditions; Website Availability**

TRMT reserves the right, in its sole discretion, to restrict, suspend, or terminate these Terms and Conditions and access to all or any part of the website and/or reserves the right to change, suspend or discontinue all or any part of the website or its content at any time without prior notice or liability.

TRMT reserves the right to amend these Terms and Conditions at any time and notify you by posting an updated version of these Terms and Conditions on this website. It is your responsibility to periodically check this page so that you are aware of what are the Terms and



Conditions regarding using this website. The amended Terms and Conditions will apply between us whether or not we have given you specific notice of any change.

The Website may be temporarily unavailable from time to time for maintenance or other reasons. TRMT assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission or communications line failure as a result of such unavailability. TRMT is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Website, or on any website or any combination thereof, including injury or damage to your, or to any other person's, computer, mobile phone, or other hardware or software, related to or resulting from using the Website

The user shall be solely responsible for ensuring that any information or content obtained from this Website does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage the user's systems, software or data.

## **16. Choice of Law and Binding Arbitration**

These Terms of Use supersede any other agreement between you and TRMT to the extent necessary to resolve any inconsistency or ambiguity between the agreements. These Terms and Conditions shall be construed and enforced in accordance with the procedural and substantive laws of the Commonwealth of Massachusetts, without regards to Massachusetts conflicts of law provisions. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any legal disputes or claims arising out of or related to these Terms and Conditions, or use of TRMT's website, which we cannot resolve through negotiated means exclusively, shall be submitted for binding arbitration in Boston, Massachusetts. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules using a single arbitrator, unless otherwise mutually agreed. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and shall be final and binding. Claims shall be brought within the limitations period required by applicable law. Any claim, action or proceeding arising out of or related to the Agreement that you bring must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

**YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO (1) BRING A LEGAL ACTION IN COURT (2) HAVE YOUR DISPUTE RESOLVED BY A JUDGE OR JURY, AND (3) PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

## **17. Miscellaneous**

These pages are controlled and operated by TRMT in the United States of America and are intended for use within the United States of America. TRMT makes no representation that material on these pages are appropriate or available for use in other locations. Those who choose to access these pages from other locations do so on their own initiative and bear sole responsibility for compliance with local laws, if applicable. Further United States export control laws prohibit the export of certain technical data and software to certain countries and territories.

If any provision of these Terms and Conditions is found to be invalid by any court or arbitration panel having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. Failure of TRMT to act on or enforce any provision of these Terms and Conditions shall not be construed as a waiver of that provision or any other provision in these Terms and Conditions.

## **18. Additional Assistance**

If you have any questions regarding these Terms and Conditions, please contact us at:

Senior Director, Investor Relations  
Tremont Mortgage Trust  
Two Newton Place  
255 Washington Street  
Newton, MA 02458 USA  
Telephone: (617) 796-7651  
e-mail: [ir@trmtreit.com](mailto:ir@trmtreit.com)

**BY USING THIS WEBSITE, YOU EXPRESSLY AGREE TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS.**