

## TERMS OF USE

### Online Services Agreement

Welcome to the SagePoint Financial (“we” or “us”) site. Use of this site is subject to the terms and conditions contained in the Online Services Agreement (the “OSA” or “Agreement”) set forth below. In continuing to access or use this site, you agree to be bound by those terms and conditions within the OSA applicable to your use.

If you are registering for a particular service, we are now asking you to confirm that you have read the OSA before clicking “I agree” below. If you are an existing customer, please read the section below (Relation to Other Agreements) about the OSA’s relationship to your account agreements with us.

### Consent to Electronic Records and Signature

The OSA, your account agreements with us, and our website include important disclosures and regulatory information that are associated with our services (“Services”). We refer to all of these items as “Records and Disclosures”.

When you click “I agree” below, you will be consenting to electronic delivery of the OSA and the Records and Disclosures in HTML format. To access, retain, and print the OSA and other Records and Disclosures, you should use the following for Windows, the latest (non-beta) version of Windows® 7 or above and the latest (non-beta) version of either Microsoft® Internet Explorer or Chrome or Firefox® or the following for Mac, the latest (non-beta) Mac operating system and the latest (non-beta) version of Safari® or Chrome or Firefox®. (Other operating systems and web browsers may work; however, older browsers may experience technical difficulties. Upgrading to one of the configurations above will provide you with the best online experience.)

By clicking “I agree” you will also be providing your electronic signature that will affirm:

- You understand and intend that the OSA is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Services, and our website generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of the OSA and any other applicable rules, guidelines or other conditions that govern the use of a particular Service as may be amended from time to time; and
- You understand, accept, and have received the OSA and its terms and conditions, and acknowledge and demonstrate that you can access the OSA and other Records and Disclosures on our website.

If you do not agree with the terms and conditions in the OSA, please select “Cancel” below and you will exit the registration process. If you click “I agree” below we will create an electronic

record of your agreement and you will be able to continue with the registration process. Please carefully review the following terms and conditions.

### **Scope of the OSA**

We operate the Services, either alone or in conjunction with our affiliates, agents and partners. The Agreement applies to the website, and its electronic content, services and tools. This includes the investment tools currently displayed as well as any features, services, forums or content we may add in the future. We refer to all of the above as “Services”. This Agreement applies to all Services regardless of the means by which you access such Services.

We may ask you to follow additional rules, guidelines or other conditions that govern the use of a particular Service (“Rules and Guidelines”) at the time you register for or use that Service. The OSA incorporates by reference the Rules and Guidelines of any Service for which you register.

### **Revisions and Relation to Other Agreements or Disclosures**

We may revise the OSA at any time, and your ongoing use of the website constitutes your consent to these revised terms and conditions. If you have an account with us, your customer relationship with us is also governed by your account agreements. If there is any conflict between the OSA and your account agreements, then your account agreements will govern. We may also offer other services from time to time that are governed by different or additional terms and conditions. Our Services are subject to any disclosures or disclaimers found within the Services.

### **Registration Information, Privacy, and Personalization**

When you register for a Service, we may ask you to give us certain identifying information (“Registration”). You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose. We agree to treat with care the information you entrust to us, in accordance with the disclosures we give during the registration process and in our [Privacy Policy](#).

For your protection and the protection of our other customers and website users, we ask that you not share your Registration information (including passwords, user names and screen names) with any other person for the purpose of facilitating their access and unauthorized use of our Services. If you do share this information with anyone, we will consider their activities to have been authorized by you. You alone are responsible for all transactions initiated or acts or omissions that occur in connection within a Service through the use of your Registration information.

We may offer you the opportunity to personalize a Service or your online experience. While certain personalization features can provide a more convenient way to access the data and features most relevant to you, be aware that “cookies” and other similar identification techniques are used to associate you with the computer or electronic device that you are using. If you access us from a public location or if you otherwise share a computer or electronic device, some personalization features could reveal non-public personal information about you to others. You alone are responsible for deciding whether a particular personalization feature is appropriate for you and for any consequences that result from your decision.

### **Unauthorized Use of Your registration**

If you believe that someone has used your Registration information to access any Service without your authorization, please call your financial advisor immediately, or contact our eQuipt Help Desk at 1 855-412-3661.

### **Our License to You**

We grant you a single, non-exclusive, non-transferable and limited personal license to access and use the Services. This license is conditioned on your continued compliance with the term and conditions of the OSA.

### **Your License to Us**

Unless otherwise indicated for a particular Service, any communications or material of any kind that you e-mail, post or otherwise transmit through the Services, including data, questions, comments or suggestions (your “Communications”) will be treated as non-confidential and non-proprietary. You hereby grant a license to us to reproduce, disclose, transmit, publish, broadcast, or post your Communications either on our website or elsewhere with no liability or obligation to you.

### **Use of Third Party Service Providers**

We may use third party service providers to assist in providing certain Services with or without notice to you (each, a “Third Party Service Provider”). We may also change Third Party Service Providers or may provide a Service without the assistance of such third party. You consent and authorize us to delegate the authorizations you provide to us to our Third Party Service Provider(s) as we deem necessary or desirable to provide the applicable Service to you. You agree that the terms and conditions of the OSA, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the OSA, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. You also agree that all references to us within the OSA and any incorporated terms are also deemed to include, where applicable, our agents, such as the Third Party Service Providers.

To protect the privacy and security of your personal information, Third Party Service Providers will only be authorized to use or maintain your personal information solely in accordance with our privacy policy.

### **Notices, Communications, Electronic Signatures**

You agree to accept all communications from us regarding use of the Services at the addresses you provide during Registration. Please promptly update any changes to your Registration information. We are entitled to rely on the address and U.S. mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your U.S. mail address. If you register for a Service, you are granting us permission to communicate with you by e-mail.

### **Restrictions on the Use of Our Services**

You agree you will not do any of the following while using or accessing the Services:

- Use any electronic communication feature for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- Upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- Collect or store personal data about other users.
- Use our Services for any commercial purpose not expressly approved by us in writing. You will not use upload, post, e-mail or otherwise transmit any advertising or promotional materials, including, without limitation, "junk mail", "surveys", "spam", "chain letters", pyramid schemes", or any other form of solicitation or unauthorized communication.
- Upload, post, e-mail or otherwise transmit any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.

### **Modifications, Suspensions and Terminations of Services**

We reserve the right, in our sole discretion, at any time to modify, discontinue or terminate the Services, any portion thereof, or any content thereon with or without advance notice, or to modify the terms and conditions of the OSA. All modified terms and conditions will be effective upon the date when the change takes effect, unless there is a material change, which will be effective when we provide notice to you, unless a longer notice period is required by applicable law. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Services, and if applicable, cancel your account.

You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of a Service.

## **Hyperlinks**

We may make available links from a Service to other, third party sites or electronic services providers that are not affiliated with us. We do not control these other sites or services, and make no representations or endorsements whatsoever concerning those sites or services. The fact that we have provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and you should understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstance will you hold us liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

## **Intellectual Property Rights and Ownership, Trademarks and Copyrights**

We and our licensors, suppliers, vendors, and partners own all right, title, and interest, including all worldwide intellectual property rights in the Services, the content, and the trademarks, service marks, and logos contained therein. The Services are owned by us or our affiliates or agents (including the Third Party Service Providers) and are protected by United States copyright laws and international treaty provisions. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, its content, user information, or related products or services. Nothing contained in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the site without our written permission or the permission of the third party that may own the trademarks displayed on the site. Your use of the trademarks displayed on the site, or any other content in the Services, except as provided herein, is strictly prohibited.

Images displayed through the Services are either our property or used with our permission. You are prohibited from using or authorizing the use of these images unless specifically permitted under the OSA. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

## **Additional Rules**

We reserve the right to monitor your usage of the Services and content thereon and to investigate suspicious activity. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which we or the Third Party Service Providers monitor your use and enforce or fail to enforce the Rules and Guidelines of any Service and the terms of the OSA. We may take any action we deem in our sole discretion necessary, including but not limited to terminating the account of any user that we determine

has acted unethically or illegally or otherwise has violated the terms of the OSA. In no event will we or the Third Party Service Providers be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of any monitoring activities.

## **Disclaimers**

**ALL INFORMATION, MATERIALS AND SERVICES CONTAINED ON THE WEBSITE AND THE CONTENTS THEREOF ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION, ENDORSEMENT, OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE, AND IN PARTICULAR AND WITHOUT LIMITATION, MAKE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE. WE DO NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE MATERIALS CONTAINED ON THE WEBSITE OR WARRANT THAT ANY DEFECTS WILL BE CORRECTED.**

**THIS DISCLAIMER OF WARRANTIES APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **Limitation of Liability**

**AS A CONDITION OF YOUR USING THE WEBSITE AND ITS CONTENT, YOU AGREE THAT IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE, LOSSES OR EXPENSES OF ANY KIND, ARISING IN CONNECTION WITH THE WEBSITE, ANY PORTION OF IT OR ANY WEBSITE LINKED HERETO, THE USE THEREOF OR THE INABILITY TO USE IT BY ANY PERSON, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, LOSS OF DATA, OR ANY OTHER THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF WE ARE ADVISED FOF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.**

**THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR, OUR LICENSORS', SUPPLIER'S, VENDORS', AND PARTNERS' CUMULATIVE LIABILITY TO YOU EXCEED U.S. \$100.**

## **Indemnification**

**YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US, OUR AFFILIATES, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD PARTY SERVICE PROVIDER FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OF USE BY YOU.**

## **Other Agreements**

These Terms of Use shall be subject to any other agreements you have entered into with us and, except as expressly set forth herein, in the event of a conflict, the terms of those agreements will govern.

## **Severability**

In the event that any part of the OSA is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

## **Governing Law and Venue**

The OSA will be governed by the law of the state of New York, without regard to conflicts of law principles thereof. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the City and County of New York, New York.

## **CLICK "I AGREE" FOR YOUR SIGNATURE**

As noted above in the Consent to Electronic Records section, by clicking "I agree" you will be signing this Agreement with a binding electronic signature, and you acknowledge that you have read and understood this Agreement's terms and conditions.