

## **PATHWORKS FINANCIAL, LLC**

### **TERMS OF USE**

#### **PLEASE READ THROUGH THESE TERMS OF USE CAREFULLY.**

By using this Web site (this "Web Site") you are deemed to have entered into an agreement (this "Agreement") with Pathworks Financial, LLC ("PWF") to be bound by the terms set forth below. PWF reserves the right, at its sole discretion, to revise, modify, add or delete portions of these terms at any time. Notification of changes in this Agreement will be posted on the Web Site.

TRANSMISSION OF THE INFORMATION CONTAINED HEREIN IS NOT INTENDED TO CREATE AND RECEIPT DOES NOT CONSTITUTE A CLIENT RELATIONSHIP WITH PWF. ANY OPINIONS EXPRESSED IN THIS SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE AND PWF IS NOT UNDER ANY OBLIGATION TO UPDATE OR KEEP CURRENT THE INFORMATION CONTAINED HEREIN. PWF ACCEPTS NO LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE USE OF ALL OR ANY PART OF THIS MATERIAL.

#### **NOT FINANCIAL ADVICE**

The material on this Web Site has no regard to the specific investment objectives, financial situation, or particular needs of any visitor. It is published solely for informational purposes and is not to be construed as a solicitation nor does it constitute advice, investment, tax, legal or otherwise. References made to third parties are based on information obtained from sources believed to be reliable but are not guaranteed as being accurate. Visitors should not regard it as a substitute for the exercise of their own judgment. PWF's comments are an expression of opinion. While PWF believes its statements to be true, they always depend on the reliability of PWF's own credible sources. PWF recommends that you consult with a licensed, qualified investment advisor before making any investment decisions.

#### **USE OF PROPRIETARY INFORMATION**

The Web Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The contents of the Web Site are only for your personal, non-commercial use. All materials contained on the Web Site are protected by copyright, and are owned or controlled by PWF or the party credited as the provider of the content. You will abide by any and all additional copyright notices, information, or restrictions contained in any content on the Web Site. You may download and make one (1) copy of the content and other downloadable items displayed on this Web Site for personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such content. Copying or storing of any content for other than personal, noncommercial use is expressly prohibited without the prior written permission from PWF or the copyright holder identified in the individual contents copyright notice.

#### **FMG SUITE**

Some of this material of the Web Site was developed and produced by FMG Suite to provide information on a topic that may be of interest. FMG Suite is not affiliated with PWF or any of its related persons. The opinions expressed and material provided by FMG Suite are for general information, and should not be considered a solicitation for the purchase or sale of any security.

#### **CONTENT DISCLAIMER**

Communications posted by unaffiliated third-parties or shared by PWF via the Web Site are not intended to be testimonials or endorsements of PWF. PWF may monitor third-party content published on the Web Site, but such content is not reviewed before it is displayed.

Third-party content on the Web Site is the view and responsibility of the third-party, not PWF. PWF cannot guarantee and expressly disclaims any responsibility for the appropriateness, accuracy, quality, or usefulness of any content, product, or service provided by any third-party or any third-party hyperlink.

Any performance displayed represents past performance, which is no guarantee of future results. Investment returns and principal value will fluctuate so that when shares are redeemed, they may be worth more or less than original cost. Current performance may be lower or higher than the performance data quoted. PWF does not guarantee the accuracy or completeness of the information contained on the Web Site which has been obtained from or is based upon trade and statistical services or other third party sources. All opinions and estimates are given as of the date hereof and are subject to change without notice. Accordingly, the information contained on the Web Site not intended to predict actual results and no assurances are given with respect thereto.

#### **NO WARRANTY OR GUARANTEE IMPLIED**

THE INFORMATION AVAILABLE IN THIS WEB SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PWF MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THIS WEB SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THIS WEB SITE OR ANY LINKED SITE. FURTHER, PWF DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PWF DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PWF DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION IN THIS WEB SITE.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL PWF, ITS SHAREHOLDERS, OFFICERS, EMPLOYEES OR THEIR AFFILIATES BE LIABLE FOR INDIRECT, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PAIN AND SUFFERING, EMOTIONAL DISTRESS THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THIS WEB SITE, OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF (OR FAILURE TO USE) OR RELIANCE ON THE INFORMATION CONTAINED WITHIN, OR AS A RESULT OF THE RISKS INHERENT IN THE STOCK MARKET, EVEN IF PWF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **INDEMNIFICATION**

You agree to defend, indemnify and PWF, its shareholders, officers, employees and their affiliates harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. You shall cooperate as fully as reasonably required in the defense of any claim. PWF reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you and you shall not in any event settle any matter without the written consent of PWF. This obligation will survive the termination of this Agreement.

### **IMPORTANT CONSUMER INFORMATION**

1. An investment adviser or investment adviser representative may only transact business in a particular state after licensure or satisfying qualifications, requirements of that state, or only if they are excluded or exempted from the state's investment adviser or investment adviser representative requirements, as the case may be.
2. Follow-up, individualized responses to consumers in a particular state by an investment adviser or investment adviser representative that involve either the effecting or attempting to effect transactions in securities or the rendering of personalized investment advice for compensation, as the case may be, shall not be made without first complying with the state's investment adviser or investment adviser representative requirements, or pursuant to an applicable state exemption or exclusion.
3. For information concerning the licensure status or disciplinary history of an investment adviser representative, a consumer should contact his or her state securities law administrator.

### **CONFIDENTIALITY**

You acknowledge that transmission to and from this Web Site are not confidential and your communications may be read or intercepted by others. Persons contacting PWF through this Web Site should not send sensitive, privileged, or confidential information. You acknowledge that by submitting communications to PWF, no confidential, fiduciary, contractual or other relationship is created between you and PWF other than pursuant to this Agreement.

### **PRIVACY STATEMENT**

Contact information obtained from this Web Site is used only within PWF and is not for public knowledge. This site keeps user email addresses private. They are never disclosed or sold to outside sources. We highly recommend the use of a 128-bit key browser for optimum privacy and security. Please contact PWF for a complete copy of SSF's Privacy Notice.

### **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of laws provisions, sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the State of Michigan. Any cause of action you may have with respect to your use of this Web Site must be commenced within one (1) year after the claim or cause of action arises.

### **NO PARTNERSHIP**

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

### **WAIVER**

The failure by PWF to enforce any provision of this Agreement shall not constitute a waiver of any provision or right.

#### **SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

#### **CONTACT**

If you have any questions about these Terms of Use, you can contact Pathworks Financial, LLC, 43155 Main Street, Suite. 212, Novi, MI 48375.