

## WEBSITE TERMS AND CONDITIONS

**PLEASE READ THESE TERMS AND CONDITIONS OF USE (“TERMS AND CONDITIONS”) CAREFULLY. BY ACCESSING OR USING THIS WEBSITE (THE “SITE”), OR ANY INFORMATION, CONTENT, OR SERVICES PROVIDED OR MADE AVAILABLE THROUGH THE SITE BY WORTHEN FINANCIAL ADVISORS, INC. (REFERRED TO HEREIN AS “WORTHEN,” “WE,” “US,” OR “OUR”), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE SITE.**

Your compliance with these Terms and Conditions is a condition to your use of the Site. If you do not agree to be bound by the Terms and Conditions, promptly exit this Site. Please also consult our [Privacy Policy](#) for a description of our privacy practices and policies.

### **1. TERMINATION**

Unless otherwise required by law, Worthen may terminate your access to all or part of the Site without cause, at any time, with or without notice to you. If you terminate your agreement to these Terms and Conditions, you may no longer use or access the Site. The termination of your access to the Site, regardless of the terminating party, will not affect your obligations or our rights arising under these Terms and Conditions before such termination.

### **2. LIMITATIONS OF LIABILITY**

Risks of use. Access to the Site may be limited or unavailable during periods of peak demand, system upgrades, maintenance, or for other reasons. Worthen will not be liable to you if you are unable to access information or use an online service through the Site.

#### LIMITATION OF DAMAGES

IN NO EVENT WILL WORTHEN OR ANY THIRD PARTIES MENTIONED ON THIS SITE BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY, OR LOSS OF USE OF THE SITE, THE INFORMATION THEREIN, OR FOR OMISSIONS OR INACCURACIES IN THE INFORMATION ON THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF WORTHEN TO YOU WITH RESPECT TO YOUR USE OF THIS SITE IS \$250 (TWO HUNDRED FIFTY DOLLARS).

#### No Liability for Events Outside of Worthen’s Control.

Worthen will not be liable for any loss that results from a cause over which Worthen does not have direct control. Such causes include, but are not limited to (1) the failure of electronic or mechanical equipment or communication lines; (2) telephone or other interconnect problems; (3) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (4) the failure or unavailability of Internet access; (5) problems with Internet service providers or other equipment or services relating to your computer or network; (6) problems with intermediate computer or communications network or facilities; (7) problems with data transmission facilities or your telephone, cable or wireless service; or (8) unauthorized access, theft, operator errors, severe weather, earthquakes, or other natural disasters or labor disputes. Worthen is also not responsible for any damage to your computer, software, modem, telephone, wireless device, or other property resulting in any way from your use of the Site.

### **3. DISCLAIMERS OF WARRANTIES**

TO THE EXTENT ALLOWED BY LAW, WORTHEN DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SITE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SITE, THE INFORMATION THEREIN, AND ANY ONLINE SERVICE OFFERED THROUGH THE SITE. YOUR USE OF THE SITE, SITE-RELATED SERVICE, AND LINKED WEBSITES IS AT YOUR SOLE RISK. WORTHEN PROVIDES THIS SITE, CONTENT, OR INFORMATION CONTAINED WITHIN IT, AND ANY ONLINE SERVICES AVAILABLE THROUGH THE SITE "AS IS" AND WITH ALL FAULTS. Worthen DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. THE SITE MAY CONTAIN INACCURACIES OR ERRORS, AND WORTHEN DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS IN THE SITE WILL BE CORRECTED. Worthen DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR THE ONLINE SERVICES AVAILABLE THROUGH THIS SITE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DESTRUCTIVE PROGRAMMING. YOU DOWNLOAD ANY MATERIAL THROUGH THE USE OF THE ONLINE SERVICES AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY.

WARRANTIES RELATING TO SERVICES OFFERED, SOLD, OR DISTRIBUTED BY Worthen ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE SERVICES OR SEPARATE AGREEMENT RELATED THERETO.

### **4. NO PROFESSIONAL ADVICE**

The information contained on the Site provides only a general overview of subjects covered, is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Certain information on this Site may provide general investment education on various topics. You are solely responsible for determining whether any investment, investment strategy, security, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. The information appearing on the Site should not be construed as legal, tax, accounting, investment, or other professional advice. You should obtain appropriate advice from qualified professionals in your applicable jurisdiction regarding the circumstances of your individual and unique situation.

The information provided on this Site is not an offer to sell or a solicitation of an offer to buy any securities. Any offering or solicitation will be made only to qualified prospective investors, pursuant to offering and subscription documents, all of which should be read in their entirety.

### **5. SITE ACCESS, SECURITY, AND RESTRICTIONS; PROTECTING YOUR USERNAME AND PASSWORD**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (1) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (2) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (3) accessing or using the Site or any portion thereof without authorization, in violation of these Terms and Conditions, or in violation of applicable law.

You may not use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

You are responsible for keeping your username and password confidential and for not sharing or disclosing your username or password to any third party. You agree that you are fully responsible for all activity occurring under your username. If you believe that your username or password may have been lost or stolen, or if you suspect any unauthorized activity on your account, please contact us immediately.

Violations of system or network security may result in civil or criminal liability. Worthen will investigate occurrences that may involve such violations and may cooperate with law enforcement authorities in prosecuting

users who commit them. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. Worthen may suspend or cancel your access to the Site if we suspect the Site, your account, or any online service offered through the Site is being used in an illegal, unauthorized, or fraudulent manner.

## **6. TRADEMARKS; OWNERSHIP OF THE SITE**

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## **7. LINKS TO OTHER WEBSITES**

This Site may contain links to third-party websites. When you access a non-Worthen website, please understand that it is independent from Worthen, and that Worthen has no control over the content on that website. Worthen is not responsible for the content available on, or the use of, the third-party sites and makes no representations whatsoever about any other website that you may access through this Site. Such links do not imply Worthen’s endorsement or approval of material on any other site. It is your responsibility to take precautions to ensure that material selected from such linked sites is free of viruses, worms, Trojan horses, and other destructive content. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk. Worthen is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of the use of such linked sites, or references to or reliance on information contained therein.

## **8. TERMS AND CONDITIONS OF USE SUBJECT TO CHANGE**

Worthen reserves the right to revise these Terms and Conditions at any time without prior notice. You should, therefore, periodically visit this page to review the current Terms and Conditions, so you are aware of any such revisions to which you are bound. Your continued use of the Site after revisions to these Terms and Conditions will constitute your acceptance of such revised Terms and Conditions.

## **9. NO UNLAWFUL OR PROHIBITED USE.**

You may not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions.

## **10. INDEMNIFICATION**

You agree to indemnify, hold harmless and defend Worthen and its officers, directors, agents and employees from and against any and all claims, liabilities, damages, costs and expenses incurred by Worthen arising out of or related to your use of or access to the Site, your breach of these Terms and Conditions or violation of applicable law, or access to the Site by anyone using your username and password.

## **11. ATTORNEY’S FEES**

If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of these Terms and Conditions or because of an alleged dispute, breach, default or misrepresentation in connection with any of the

provisions of these Terms and Conditions, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled.

## **12. GOVERNING LAW**

These Terms and Conditions shall be governed by the laws of the state of Texas and, where applicable, by federal law. In the event of any dispute or claim relating to the Site or these Terms and Conditions, you agree to the resolution of such dispute in the state or federal courts located in and for the state of Texas. However, any issue relating to a service with Worthen which you can access through the Site shall be governed by the law(s) specified in the agreement for that account or service, if any, if there is a separate agreement for that service.

## **13. SEVERABILITY**

If one or more of these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms and Conditions, but shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

## **14. ENTIRE AGREEMENT; WAIVER**

These Terms and Conditions constitute the entire agreement between Worthen and you pertaining to the subject matter hereof. All waivers of these Terms and Conditions by Worthen must be in writing. In the event Worthen waives any term or provision hereof at any time or from time to time, such waiver shall not be deemed a waiver of the term or provision in the future.