# MEYER GATES FINANCIAL ADVISORS, INC. TERMS OF USE

#### ACCEPTANCE OF TERMS

Welcome to the Meyer Gates Financial Advisors website (our "Site"). Our Site and the information, materials, graphics, and other content found on our Site (collectively, "Content") have been prepared by Meyer Gates Financial Advisors, Inc. ("Meyer Gates," "we," "us," or "our") and are provided for informational purposes only. Access to and use of this website, and the information and services made available on our Site, is at all times subject to the following Terms of Use ("Terms of Use"), our Privacy Policy, and any other notices that may be posted on Our Site. By using our Site in any way and for any reason, including merely browsing the Site, you, the user are acknowledging and representing that you have read, understood, and agree to be bound by and abide by all Terms of Use. If you do not agree to these Terms of Use, you must exit our Site immediately and may not access or use the Site.

Meyer Gates reserves the right to update, modify, or remove any of the Terms of Use at any time without notice or liability to you. Any changes to our Site will be effective immediately upon the posting of those changes on our Site. Each time that you access our Site, you are agreeing to the Terms of Use in effect at that time, as set forth on this page, and our Privacy Policy in effect at that time.

#### USE OF SITE, RESOURCES, AND SERVICES

Our Site provides access to resources (the "Resources"), such as articles relating to estates and trusts, tax planning, and cash management ("Articles"), flipbooks with information about a variety of topics relating to retirement, investments, and finances ("Flipbooks"), calculators for assisting with financial and retirement planning ("Calculators"), a glossary with definitions of frequently seen financial, investment, and tax terms (the "Glossary"), and other informational resources, such as the Tax Library, which provides links to tax-related information (the "Tax Library"). The Articles, Flipbooks, Calculators, Glossary, and Tax Library are prepared and provided by Broadridge Financial Services, Inc. Our Site also includes access to services, such as "Access Your Financial Plan" and "Review Your Performance" found on the "Client Access" page of our Site, as discussed in the next section below (the "Services"). The Resources and the Services are provided by third parties and are not created by, owned by, or controlled by Meyer Gates. Access to the Resources and the Services is made available for whatever information and assistance they may provide and you use them voluntarily and at your own risk. Meyer Gates is not responsible for the content found in the Resources and the Services. Access to and use of the Resources and the Services require compatible devices and Internet access and may be affected by the performance of these factors. High-speed Internet access is recommended for optimal use. You agree that these requirements, which may change from time to time, are your responsibility.

You may not license, sell, transfer, assign, lease, rent, or distribute any of the Content, the Resources, or the Services. You may not modify, translate, decompile, reverse compile, reverse engineer, or make derivative works of any of the Content, the Resources, the

Services, or any other aspect of the Site. You may not use any devises, programs, or software to download any web pages or data from the Site.

Meyer Gates reserves the right to investigate complaints or reported violations of our Terms of Use and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, posted materials, Internet protocol (IP) addresses and traffic information, as allowed under our Privacy Policy.

## MEMBER ACCOUNT, PASSWORD, AND SECURITY

The Services include features on the "Client Access" page that permit Meyer Gates clients to access their financial plans ("Financial Plans") and review the performance of their portfolios ("Portfolio Performance"). These features are provided by MoneyGuide, Inc. ("MoneyGuide") and Tamarac, Inc. ("Tamarac"), each of which is a subsidiary of Envestnet Asset Management, Inc. ("Envestnet"). In order to have access to these features, you must register with us. Part of that registration process is the creation of login information, such as an user ID (e.g., e-mail address) and a temporary password for the Financial Plans and the Portfolio Performance. After accessing each of these Services for the first time, you will set a permanent password. You are responsible for maintaining the confidentiality of the user IDs and passwords and you are fully responsible for all activities that occur under your user IDs and passwords. All access to and use of the Financial Plan and the Portfolio Performance are subject to the MoneyGuide, Tamarac, and/or Envestnet Terms of Use, Terms of Service, and Privacy Policies (as applicable), which are available on those sites. Meyer Gates is not liable for any loss or damage arising from your failure to comply with this section.

You acknowledge and agree that the Financial Plan and the Portfolio Performance features found on the Client Access page of our Site use platforms owned and operated by third-parties, MoneyGuide, Tamarac, and/or Envestnet. Meyer Gates does not own, operate, or control these platforms and is not responsible for the functionality of these platforms, the accuracy of any information provided on these platforms, or for the security of any client information contained in these platforms. By choosing to use the Financial Plan site or the Portfolio Performance site you acknowledge that you are electing to do so at your own risk and without any liability on the part of Meyer Gates.

#### **DISCLAIMERS**

# No Liability for the Use of the Site, the Content, the Resources, or the Services

You acknowledge that your use of our Site, the Content, the Resources, or the Services is voluntary and at your discretion. You further acknowledge that we are not responsible for and have no liability to you or anyone else for errors on our Site or for delays, inaccuracies, omissions, or technical issues associated with our Site, the Content, the Resources, or the Services, or other transmission of information to or from our Site. You further acknowledge and agree that Meyer Gates does not guarantee, represent, or warrant that your access to or use of our Site, the Resources, or the Services will be

uninterrupted or error-free, and you agree that from time to time we may remove the Services, the Resources, and the Services for indefinite periods of time, or cancel the Resources or the Services at any time, without notice to you. You further acknowledge that you use our Site, the Content, the Resources, and/or the Services at your own risk and Meyer Gates will not be liable for any damages that you may incur as a result of using our Site, the Content, the Resources, or the Services, or the information contained on or transmitted from our Site.

You acknowledge that Meyer Gates does not warrant or guarantee any of the Content, the Resources, or the Services. Specifically, Meyer Gates does not warrant or guarantee that any Content, Resources, or Services, are accurate or complete or are adequate or suitable for the purpose for which you use them. In addition, Meyer Gates does not warrant or guarantee that the Site or the Content, Resources, or Services will be free from viruses, worms, Trojan Horses, or other malicious programs that may contaminate or damage your computer or other equipment or files.

Your further acknowledge and agree that the Resources, including, without limitation, the Articles, Calculators, Flipbooks, and Tax Library, are prepared and provided by Broadridge Advisor Solutions. Meyer Gates is not responsible for the content of those Resources and you access them and use them voluntarily and at your own risk.

ALL CONTENT, RESOURCES, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MEYER GATES AND/OR ITS RESPECTIVE AFFILIATES, LICENSORS, CONTRACTORS, AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE CONTENT, RESOURCES, AND SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT WILL MEYER GATES, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR SITE, ANY SITES LINKED TO IT, ANY CONTENT ON OUR SITE OR SUCH OTHER SITES OR ANY ITEMS OBTAINED THROUGH OUR SITE OR SUCH OTHER SITES. WITHOUS LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL MEYER GATES AND/OR ITS RESPECTIVE AFFILIATES, LICENSORS, CONTRACTORS, AND SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, PROFITS, OR GOODWILL, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE USE OF OUR SITE, THE RESOURCES, THE SERVICES, OR ANY CONTENT OR OTHER INFORMATION MADE

# AVAILABLE ON, BY, OR THROUGH OUR SITE, EVEN IF MEYER GATES HAS BEEN ADVISED OF SUCH DAMAGES.

# THE INFORMATION, CONTENT, AND RELATED GRAPHICS RELATING TO THIS WEB SITE MAY INCLUDE TECHNICAL OR INFORMATIONAL INACCURACIES, MISTAKES, OR ERRORS.

# Third-Party Sites and Information

Our Site contains links to other websites and/or information sources, such as those found under the Resources page, including the Articles, Calculators, Flipbooks, and Tax Library. The Client Access page of our Site contains links to other financial institutions with which our Clients may have accounts or relationships ("Financial Institutions"). All links to any other websites and sources of information are provided solely because we believe that they may be convenient to you or otherwise useful or informative. All such websites and information sources are created and maintained by others over whom we have no control. Any use of these links by you will be at your sole risk. Meyer Gates disclaims any responsibility for the content or accuracy of information found at these websites. The creation of links to our Site without the permission of Meyer Gates is prohibited.

Access to and use of any of the websites for which links are provided in the Client Access portion of our Site are at all times subject to the Terms of Use and Privacy Policy of each creator and owner of each of those websites.

#### INTELLECTUAL PROPERTY RIGHTS

# Ownership of Website, Content, and Resources

Unless indicated otherwise, our Site, all Content, all Resources, and all intellectual property rights associated with our Site, the Content, and the Resources, are the property of Meyer Gates or its licensors. Our Site and all Content and Resources, including trademarks, service marks, and copyrighted material, whether owned by Meyer Gates or its licensors, are protected by trademark, copyright, and other intellectual property laws. Unauthorized use of our Site or any Content, Services, or Resources, or any trademarks or service marks of Meyer Gates or its licensors, is strictly prohibited. All rights are reserved. The service mark "Meyer Gates Financial Advisors" and any other marks, names, logos, and icons that identify Meyer Gates and/or its products or services are proprietary marks of Meyer Gates. Any other products, services, or company names mentioned on our Site may be trademarks or service marks of their respective owners and are used with permission.

#### Authorized Uses

Our Site, all Content, layout, design, features, and graphics are Copyright 2023 Meyer Gates. All rights reserved.

You may use our Site and may view, download, copy, or print any Content for personal, noncommercial use only, provided that you comply with all other Terms of Use and provided that all copies bear any copyright, trademark, or other notice posted on our Site

that is applicable to the Content without any modification. Any other use of the Site or the Content is strictly prohibited. Except as specifically provided in this paragraph, Meyer Gates makes no license or grant of trademark, copyright, or other proprietary or intellectual property rights on our Site or in any of the Content.

All Articles, Calculators, Flipbooks, the Glossary, and the Tax Library accessed through the Resources page are prepared by Broadridge Financial Solutions, Inc., which holds all copyrights. Any use of those resource is subject to Broadridge Financial Solutions copyright. All materials made available at at on the sites access using any third-party links are subject to the copyrights of the creators of those site.

#### User Information

Please see our <u>Privacy Policy</u>. Except as is provided in the Privacy Policy, any ideas, concepts, proposals, or other information that you submit to our Site or to Meyer Gates, for example through our Contact Us page ("User Information") will be considered nonconfidential and may be used by Meyer Gates or disclosed or otherwise made available to other users of our Site or any other party. You may not submit any User Information to our Site or to Meyer Gates unless such submission is fully authorized and unless it will not infringe upon any other party's intellectual property rights.

You agree that Meyer Gates will have, and you hereby grant to Meyer Gates, a worldwide, royalty-free, perpetual, irrevocable, sublicenseable, non-exclusive right and license to translate, reproduce, sell, publish, distribute, modify, adapt, display, perform, promote, link to or use, in any form or media, any User Information that you submit to our Site or to us. We do not endorse any User Information that is submitted to our Site by any party.

## OTHER USER OBLIGATIONS AND PROHIBITED ACTIVITY

By accessing or using our Site you are agreeing that you will not download, copy, print, or use any Content, Resources, or Services in any manner that violates any federal, state, or local law, ordinance, or regulation, including copyright laws. You are also agreeing that you will not engage in any conduct or submit to our Site any User Information or other material that is illegal, inaccurate, misleading, misappropriated, infringing, dilutive, defamatory, harassing, obscene, offensive, or otherwise objectionable. By accessing or using our Site you are also agreeing that you will not take any action or engage in any conduct that causes damage, embarrassment, or adverse publicity to Meyer Gates.

You will not submit any inaccurate, misleading, or deceptive information. You will not misrepresent your identity or affiliation in any way.

You may not use our Site for any purpose that is unlawful or prohibited by these Terms of Use. Except as specifically provided above under "Authorized Uses," you may not copy, print, republish, download, transmit, modify, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on our Site, any Content, Resources, or other information made available on or through our Site. You may not transmit any User Information or other materials that contain any viruses, worms, Trojan

Horses, or other destructive or malicious codes or programs, or otherwise use our Site in any way that causes or results in damage to our Site or that may contaminate, damage, disable, overburden, disrupt or impair any Meyer Gates server, or the network(s) connected to any Meyer Gates server, or interfere with any other party's use and enjoyment of our Site. You may not attempt to gain unauthorized access to any computer systems or networks connected to any Meyer Gates server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through our Site. Violators will be prosecuted to the maximum extent possible.

Meyer Gates, the owner of our Site, is based in the state of Ohio in the United States. We provide this Site for use only by persons located in the United States. Meyer Gates makes no representation that Content, Resources, Services, or any other materials in our Site are appropriate or available for use in locations outside the United States. Access to our Site may not be legal by certain persons or in certain countries. If you access our Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Access to our Site from jurisdictions where the contents of our Site are illegal or penalized is strictly prohibited.

#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Meyer Gates, its affiliates, licensors and service providers, and its and their respective shareholders, officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns (the "Meyer Gates Parties") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees, including reasonable attorneys' fees (collectively, "Claims") arising out of or relating to your violation of these Terms of Use or your use of our Site, including, but not limited to, any use of our Site's Content, Services, Resources, products, or materials other than as expressly authorized in these Terms of Use or your use of any information obtained from our Site. Without limiting the generality of the foregoing, you specifically agree to indemnify and hold harmless the Meyer Gates Parties with respect to any Claims relating to or arising out of your access to or use of the "Access Your Financial Plan" and "Review Your Performance" Services and the violation of any Terms of Use or Terms of Service associated with either of those Services.

#### GOVERNING LAW AND JURISDICTION

All matters relating to our Site and these Terms of Use and any dispute or claim arising from the same or related to the same (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or our Site must be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Dayton, and County of Montgomery County although we retain the right to bring any suit, action, or proceeding

against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### ARBITRATION

At the sole discretion of Meyer Gates, we may require you to submit any disputes arising from the use of these Terms of Use or our Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law.

#### LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR OUR SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### PRIVACY POLICY

We share your concerns about maintaining the privacy of any personal information collected on our Site. Except as specifically provided in these Terms of Use, we will collect, use, and maintain all personal information in accordance with our <u>Privacy Policy</u>. All use of our Site is subject to the terms of the Privacy Policy, as modified from time to time.

#### WAIVER AND SEVERABILITY

No waiver by Meyer Gates of any term or condition set forth in these Terms of Use will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Meyer Gates to assert a right or provision under these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

# **ENTIRE AGREEMENT**

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Meyer Gates with respect to our Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to our Site.

#### YOUR COMMENTS AND CONCERNS

Our Site is operated by Meyer Gates, 9078 Union Centre Blvd., Suite 350, West Chester, OH 45069. All feedback, comments, requests for technical support, and other communications relating to our Site should be directed to: info@meyergates.com.