



# Terms and Conditions of Use

Last modified November 2020

## Overview

The Ultimus Group, LLC and its subsidiaries and affiliates (collectively, "Ultimus") have over 30 years of experience in providing comprehensive pooled investment solutions to independent advisors and the investment community. Ultimus's services include helping clients bring their own investment vehicles to market and providing full-servicing of mutual funds, hedge funds, exchange-traded funds and other pooled investment products. While meeting the requirements of investors and regulatory bodies, Ultimus offers operational services, which include transparency, uniform operational setup, risk/guideline management and liquidity enhancements. Ultimus's website is provided as a convenient method to disseminate general information pertaining to Ultimus's services as well as provide access to additional information and services provided by Ultimus. No part of this website may be reproduced in any manner without the express written permission of Ultimus. Your use of this website is subject to the following Terms and Conditions of Use ("Terms and Conditions").

## Terms and Conditions of Use

These Terms and Conditions are a binding contract between you and Ultimus. By using or accessing this website, you accept and agree to be bound by these Terms and Conditions and our online privacy policy, located on our website, which is incorporated herein by reference. Your use of the website is governed by the version of the Terms and Conditions and online privacy policy in effect on the date in which this site is accessed by you. Ultimus may modify these Terms and Conditions and our online privacy policy at any time and without prior notice. You should review these Terms and Conditions and our online privacy policy from time to time, as your continued use of this site signifies your acceptance of any changes.

This website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this website, you represent and warrant that you are of legal age to form a binding contract with Ultimus and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use this website.

Information contained on this website is derived from sources believed to be reliable. However, Ultimus does not represent that this information is complete or accurate and it should not be relied upon as such. All opinions expressed herein are subject to change without notice. Ultimus does not provide accounting, legal or tax advice and no portion of Ultimus's website should be interpreted as such. All content on Ultimus's website is presented only as of the date published or indicated, and may be superseded at any time. All content included on this site is the property of Ultimus and is protected by United States copyright laws. All trademarks and service marks on Ultimus's website belong to Ultimus or an affiliate, except for third-party trademarks and service marks, which are the property of their respective owners. Accordingly, you may not copy, distribute, modify, post or frame-in this site, including any text, logos, graphics, video,

audio, software code or user interface design without the express written consent of Ultimus. This website and included materials do not constitute an offer to sell, an offer to buy, recommendation to buy or representation as to the suitability or appropriateness of any security, financial product or instrument.

### **Means of Access**

Certain parts of Ultimus's website are protected by a User ID and Password and require a login. You may not obtain or attempt to obtain unauthorized access to such parts of Ultimus website, or to any other protected materials or information, through any means not intentionally made available by Ultimus for your specific use. If you have a User ID and Password for access to non-public areas of Ultimus website, you are solely responsible for all activities that occur in connection with your User ID and Password; therefore, you should take steps to protect the confidentiality of this information. You agree to notify Ultimus immediately if you become aware of any disclosure, loss, theft or unauthorized use of your User ID and Password.

### **Information About You and Your Visits to the Website**

All information we collect on this website is subject to our online privacy policy. By using the website, you consent to all actions taken by us with respect to your information in compliance with the online privacy policy.

### **Geographic Restrictions**

The owner of the website is based in the state of Ohio in the United States. We provide this website for use only by persons located in the United States. We make no claims that the website or any of its content is accessible or appropriate outside of the United States. Access to the website may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Indemnification**

As a condition of your use of Ultimus's website, to the extent permitted by law, you agree to indemnify, defend, and hold Ultimus and its third-party providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of Ultimus's website, or from your violation of these Terms and Conditions.

### **Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, ULTIMUS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF ULTIMUS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SERVICES AND INFORMATION AVAILABLE FROM ULTIMUS'S WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF ULTIMUS'S WEBSITE AND ANY THIRD-PARTY CONTENT.

### **Force Majeure**

Ultimus will not be liable for failure or losses caused by conditions and events beyond its control including, without limitation: fire, electrical, mechanical or equipment breakdowns, delays by third-party vendors

and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of governmental authority or new governmental restrictions, market fluctuations or acts of God.

### **Links to Third-Party Websites**

This website may contain links to third-party websites. Any links to such third-party websites are provided solely as a convenience to you and not as an endorsement by Ultimus of the content on such third-party websites, or any affiliation or association with its operators. Ultimus is not responsible for the content of linked third-party sites, including, without limitation, any link contained in a linked site, or any changes or updates to a linked site, and do not make any representations regarding the information, services, products or accuracy of any material contained on such third-party websites.

### **Changes to the Website**

Ultimus may terminate your access to Ultimus's website or discontinue or modify Ultimus's website at any time without prior notice to you. Your continued use of Ultimus's website following any such modification will constitute acknowledgement of your acceptance of said modifications.

### **Governing Law**

Except as otherwise required by law, the Terms and Conditions for this website are governed by the laws of the state of Ohio without regard to conflicts of law, and shall inure to the benefit of Ultimus's successors and assigns, whether by merger, consolidation, or otherwise.

Any legal suit, action, or proceeding arising out of, or related to, these Terms and Conditions or the website shall 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 Cincinnati and county of Hamilton although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms and Conditions 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.