

# Terms of Service

Welcome to HighPoint Planning Partners! Please read the following Terms of Service carefully before using our website, [www.highpointplanningpartners.com](http://www.highpointplanningpartners.com) (the "Website"). Your use of the Website automatically constitutes your agreement to be bound by all of the Terms of Service below as well as the HighPoint Privacy Policy published on this Website.

The Website is wholly owned and operated by  
HighPoint Planning Partners.

## **Application of Law**

These Terms of Service, including all Disclaimers, and your use of the Website, are governed by and construed in accordance with the internal laws of the State of California, excluding that body of laws known as choice of law or conflict of laws. Subject to the provisions of this Section, all disputes, controversies, or claims arising out of or relating to this Agreement will be resolved through mandatory binding arbitration, before J.A.M.S./ENDISPUTE or its successor ("JAMS"), pursuant to the United States Arbitration Act, 9 U.S.C. Section 1, et seq. (the "Act") and the terms and conditions of this Agreement. The arbitration will be conducted in accordance with the provisions of J.A.M.S.'s Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration (the "JAMS Rules"), subject to the provisions of this Section. The terms set forth in this Agreement will control in the event of any inconsistency between such terms and the JAMS Rules. The parties will cooperate with JAMS and with each other in promptly selecting a single arbitrator from JAMS's panel of neutrals. If the parties fail to so select an arbitrator within thirty (30) days following the date of either party's notice of demand to conduct arbitration, then JAMS will appoint an arbitrator in accordance with the JAMS Rules. The award of the arbitrator will be in writing and will set forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. If for any reason JAMS or its successor no longer is in business, then the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator's fees will be shared equally by the

parties, and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend, or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement. Notwithstanding the foregoing, nothing in this Section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief. Any and all disputes against or otherwise involving HighPoint Planning Partners regarding the content presented on the Website must be resolved through arbitration as set forth in this section.

## **Use of Website Content and Materials**

The content and information printed on the Website, including, without limitation, page headers, text, software, photos, audio and video clips, graphics, illustrations, images, drawings, product and service listings, descriptions, pricing information, logos, music and sound and the materials available on the Website for download (all, collectively, the "Website Content") are for informational, personal, and noncommercial purposes only. Do not use any of the Website Content as a basis for making any investment decisions. All investment decisions should be made with the direct advice and counseling of a properly credentialed investment advisor.

## **Restrictions on Use**

Unless otherwise specified, Website Content cannot be copied, modified, reproduced, broadcasted, paraphrased, or distributed in any way. All such content and information is subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights and licenses held by HighPoint Planning Partners. All Website Content is to be used by you for private, noncommercial use only. You may not remove the name or logo of HighPoint Planning Partners from any of the materials, unless written permission is granted by HighPoint Planning Partners. You will also not restrict any other user from using or enjoying the Website or take any action to harm or disrupt the operations of this Website or to intercept any system, data or personal information from the Website, or to circumvent the security systems of this Website.

## **Disclaimers**

This Website is provided on an “As Is” and “As Available” basis. As such, your use of this Website is at your sole risk. Although HighPoint Planning Partners tries to provide timely and accurate information on its Website, the Website Content may have inaccuracies or typographical errors for which HighPoint Planning Partners is not and shall not be held liable.

HighPoint Planning Partners does not and cannot guarantee uninterrupted, continuous, and secure access to its Website. We reserve the right to restrict or terminate your access to the Website or any feature or part thereof at any time and for any reason. We also reserve the right to temporarily suspend or permanently terminate any service, tool or feature contained in this Website at any time and for any reason.

Due to the fact that this Website is published on the Internet's World Wide Web, our Website may be accessed by parties from anywhere in the world. However, we limit our solicitation of investment advisory clients to those clients located in the specific states where HighPoint Planning Partners is registered. As the list of relevant states may change from time to time, as part of our screening process, we will determine if any potential client is located in a state where we are lawfully able to provide services before accepting that person as a client. If any material on this Website, or your use of the Website, is contrary to the laws of the place where you are when you access it, the Website is not intended for you, and we ask you not to use the Website. You are responsible for informing yourself of the laws of your jurisdiction and complying with such laws.

The financial advice that you may otherwise receive from HighPoint Planning Partners does not include formal tax or legal advice unless entered into under a separate contract. Consult with your credentialed tax advisor or attorney regarding those issues.

We are not FDIC insured. No Bank, State, or Federal Guarantee or insurance of funds is provided. HighPoint Planning Partners cannot guarantee any specific future financial results or provide any warranty against financial loss.

## **Forward-Looking Information**

The Website or any downloadable materials may contain some forward-looking statements. Certain words, including, without limitation, the words "believe," "anticipate," "expect," "will," or similar words can be used to identify these statements. Users of the Website should beware that HighPoint Planning Partners is not obliged to update or

revise these forward-looking statements and, thus, should not rely on the accuracy or validity of these statements. Such information should not be relied upon for the purpose of making any investment decision without the direct guidance of a properly credentialed investment advisor.

## **No Investment Advice**

HighPoint Planning Partners does not provide any investment advice on this Website. Materials and information published or available via this Website are for noncommercial, general informational purposes only. Seek and receive investment advice only as provided in a direct manner from a properly credentialed investment advisor.

## **Automatic Viewing or Usage of this Website**

You may not use any automated scripts or "robots" to access, copy, or manipulate any content provided on this Website. You may not engage in denial of service attacks upon the servers that publish this Website. Furthermore, you may not use any hardware or software intended to damage or interfere with the proper working of the Website or to surreptitiously intercept any system, data or personal information from the Website. You agree not to interrupt or attempt to interrupt the operation of the Website in any way. HighPoint Planning Partners reserves the right, in its sole discretion, to limit or terminate your access to or use of the Website at any time and for any reason without notice. Termination of your access or use will not waive or affect any other right or relief to which HighPoint Planning Partners may be entitled at law or in equity.

## **Trademarks, Copyrights and Other Intellectual Property**

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## **Warranty Disclaimers**

By using this Website, you agree that any tool or service provided online via this Website is on an "as is" and "as available" basis. HighPoint Planning Partners disclaims all warranties regarding the functionalities of the Website that are either implied or expressed, including but not limited to the warranties of accountability, merchantability, title, security, non-infringement, and fitness for a particular purpose. Some states may disallow such Warranty Disclaimers, so the Warranty Disclaimer may not apply to you.

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YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HIGHPOINT PLANNING PARTNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE WEBSITE, OR ANY OTHER WEBSITE YOU ACCESS THROUGH A LINK FROM THIS WEBSITE OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US, OR THE DELAY OR INABILITY TO USE THE WEBSITE, HIGHPOINT PLANNING PARTNERS'S REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON ITS WEBSITE, OR OTHERWISE ARISING OUT OF YOUR USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT HIGHPOINT PLANNING PARTNERS SHALL NOT BE LIABLE FOR

## ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE WEBSITE

HighPoint Planning Partners makes no guarantee regarding the accuracy and reliability of any opinion made through this Website by any party other than HighPoint Planning Partners, as well as the accuracy and reliability of any content, products, tools, or services provided by linked sites.

No content provided on the Website will create an oral or written warranty, whether obtained from HighPoint Planning Partners or a third-party, which is not specifically stated in these Terms of Service.

## **Indemnification**

You agree to indemnify, defend and hold harmless HighPoint Planning Partners and its officers, managers, members, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Website and any violation of these Terms of Service. If you cause a technical disruption of the Website or the systems transmitting the Website to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. HighPoint Planning Partners reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with HighPoint Planning Partners in the defense of such matter.

## **Force Majeure**

HighPoint Planning Partners shall not be liable for any delay or failure in performance due to Force Majeure, which shall mean acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, flood, insurrection, sabotage, embargo, epidemics, acts or omissions of vendors or suppliers, transportation difficulties, unavailability of interruption or delay in telecommunications or third-party services (including DNS propagation), failure of third-party software or hardware, or inability to obtain raw materials, supplies, or power or equipment needed. We are not responsible for server downtime under any circumstances.

## Notification of Claimed Infringement

If an infringement has occurred, a copyright holder or other holder of intellectual property rights may send a written notification of claimed infringement to us via this address: [information@hiptpartners.com](mailto:information@hiptpartners.com)

The notice must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the trademark or copyrighted work claimed to have been infringed, or, if multiple trademark or copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Information and documentation evidencing the claimant's ownership of rights in the trademark or copyrighted work that are allegedly infringed.
- (iv) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (v) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (vi) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vii) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## Individual Provisions

If any provision of the Terms of Service is found unenforceable, unlawful, or void, the remaining provisions will be unaffected and will continue to be deemed valid and enforceable.

## **International Use**

When accessing the Website, you agree to comply with local rules, as well as the rules, laws, codes, and regulations of the country in which you reside and the country from which you access this website. You also agree to comply with the rules, laws, codes, and regulations about the transmission of information that is exported from the U.S. and any other relevant U.S and state laws, regulations, and restrictions.

## **Termination Upon Violation of Terms**

If you violate any of these Terms of Service, HighPoint Planning Partners reserves the right to immediately terminate any rights granted to you and/or your access to the Website without notice or liability. Termination of your access or use will not waive or affect any other right or relief to which HighPoint Planning Partners may be entitled to at law or in equity.

## **Changes to Terms of Service**

HighPoint Planning Partners reserves the right to alter, add, or delete any part of its Website and Terms of Service at any time without prior notification. Users will be bound by the new Terms of Service effective upon publication of the modified version of the Terms of Service on our Website. We therefore advise you to review the Terms of Service each time you use any tool or service on the Website. If you disagree with the modified version of the Terms of Service, you must immediately discontinue your usage of any tool or service published on the Website. Your continued use of this Website after we have published a modified version of our Terms of Service on the Website is your express indication that you accept each and every term and condition of the modified version of our Terms of Service and that you agree to be bound by such Terms of Service.

## **E-mail Communications**

When you send us an e-mail to inquire about our products and services, we collect your name and e-mail address and use this to reply to your inquiry. When you subscribe to our on-line services which we may make available, including, without limitation, our content and tools, we also collect your name and e-mail address, as well as other personal information. We use the email address you provide us so that we can send you e-mail communications about various matters such as information about new products and services and notifications and updates about existing products and services. By enrolling in any of our on-line services, you agree that we can send you such email communications. You can unsubscribe from one or more of our e-mail communications at any time by clicking the unsubscribe link at the bottom of any e-mail communication that you receive from us. To see what personal information we collect when you sign up for any of our on-line services, and how we use, share, store and protect that information, see the HighPoint Planning Partners Online Privacy Policy published on this Website.