

# Terms of Use

Last Updated: August 28, 2019

## Terms of Use for This Website and Linked Materials

By accessing and using this website, you are accepting and agreeing to be bound by and comply with these Terms of Use (the "Terms") in effect on the date(s) the website is accessed by you. You also agree that you signify your acknowledgment and assent to the Privacy Statement and Policy for the Website ([Click here to see our Privacy Statement & Policy](#)). If you do not agree to these Terms or the Privacy Statement and Policy, please refrain from accessing or using the website. The Terms may be changed from time to time, without prior notice. The amended Terms shall automatically become effective immediately after they are posted. You should review the most current version of the Terms each time you visit the website.

## Use of the Website

This website does not, and it is not intended to, provide any financial, investment, retirement planning, insurance, legal, accounting, or tax advice. The views and strategies described may not be suitable for all investors. The website should not be used or relied upon by you as a substitute for your independent research or professional advice. You should consult your accounting, investment, legal or tax professional regarding your specific situation. Nothing in this website constitutes an offer to sell or a solicitation of an offer to buy any security or any investment product or service. This material has been prepared for informational purposes only. All products and services are subject to the terms and conditions of the applicable agreements. Past performance is not an indicator of future returns and references to performance on this website are provided as historical benchmarks only. All investments carry some level of risk including potential loss of the principal invested.

Your use of the website shall be on an "as is" basis entirely at your risk. Neither Cboe Vest Financial LLC, nor Cboe Vest Group Inc. any of its affiliated companies (collectively, "Vest"), nor any officer, director, or employee thereof, nor any other person associated with the creation of the website or its contents, shall be liable or responsible to any person for any harm, loss or damage that may arise in any connection with your use of the website, including without limitation any direct, indirect, special, third party, or consequential damages.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VEST DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VEST DOES NOT WARRANT, EITHER EXPRESSLY OR IMPLIEDLY, THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED ON THIS WEBSITE AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS AND OMISSIONS IN THESE MATERIALS AND FOR THE USE OR INTERPRETATION BY OTHERS OF INFORMATION CONTAINED ON THE WEBSITE.

VEST WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES THAT RESULT FROM YOUR USE OF THE WEBSITE.

## Website Content

The information contained on the pages of this website is subject to modification and update from time to time without notice. All content is presented as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. Although Vest makes every attempt to provide accurate and timely information, Vest does not guarantee or ensure the accuracy, completeness, currency or authenticity of any website content or functionality, or transmission of any website content from the website to you.

Vest may establish links between this website and one or more websites operated by third parties. Other websites that may be accessed from or provide access to this website by hypertext links are entirely independent of this website and Vest does not exercise control over any such other websites, the contents therein or the products/services offered. The existence of any such links shall not constitute an endorsement of, or representation or warranty by Vest regarding, such websites, the contents of the websites, the products or services of the websites or the operators of the websites. Vest disclaims responsibility for the privacy policies and customer information practices of third-party internet websites hyperlinked from its website.

## **Account Registration**

In order to access certain features of the website, you must register to create an account ("Account"). When you register, you may be asked to choose a user name and password, which you may use to access your Account and select information on the website. Vest has physical, electronic and procedural safeguards that comply with federal standards to guard users' non-public personal information (see Privacy Policy). You are responsible for safeguarding your passwords and you agree not to disclose your passwords to any third party. You agree that you shall be solely responsible for any activities or actions under your Account, whether or not you have authorized such activities or actions. You shall immediately notify Vest of any unauthorized use of your Account. You agree that the information that you provide to us on registration and at all other times, and the information you provided to any website through which you access the website or parts thereof, will be true, accurate, current, and complete. Vest reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete.

## **Means of Access**

Certain parts of the website may be protected by passwords or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the website, or to any other protected materials or information, through any means not intentionally made available by Vest for your specific use.

You are responsible for ensuring the security of your specific user and password information and for notifying Vest immediately if such user and password information is lost or breached.

## **Vest Intellectual Property**

Cboe Vest and Cboe are registered trademarks owned or licensed by Vest, its subsidiaries, or affiliates.

## **Prohibited Uses**

Except as otherwise stated in these Terms or as expressly authorized by Vest in writing, you may not:

- Use this website in any manner that could damage or overburden any Vest server, or any network connected to any Vest server, as all servers have limited capacity and are used by many people;
- Use this website in any manner that would interfere with another party's use of the website;
- Use this website or its contents in any manner that could create impression of affiliation, sponsorship or endorsement by Vest.

## **Waiver**

No waiver by Vest of any right under or term or provision of these Terms will be deemed a waiver of any other right, term, or provision of these Terms at that time or a waiver of that or any other right, term, or provision of these Terms at any other time.

## **Indemnity**

As a condition of your use of the website, you agree to indemnify and hold Vest 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 the website, or from your violation of these Terms.

## **Termination**

Vest may terminate your access to the website for any reason, without prior notice.

## **Governing Laws**

This website is based in McLean, Virginia, and the laws of the Commonwealth of Virginia and the federal laws of the United States of America shall govern as to the interpretation, validity and effect of these Terms and any use of the website. The courts of the Commonwealth of Virginia shall have exclusive jurisdiction in any action or proceeding instituted under or related to these terms or your use of the website. The products and services referred to on this website are available only in jurisdictions where they may be lawfully offered for sale.

© Cboe Vest® LLC. All rights reserved.