# **Terms of Use**

Welcome to this website for Gallimard Advisors. Gallimard Advisors maintains this website for your personal use, education and communication. Your access to and use of this website is subject to the following Terms of Use. Please read these disclosures and Terms of Use ("Terms") carefully before using this Gallimard Advisors website ("Site"). By continued access or use of this Site, you indicate that you acknowledge and accept these Terms. Please print a copy of these Terms for your reference.

If you do not agree to the following Terms, do not access or use this Site, and instead contact Gallimard Advisors in writing or via telephone as set forth below for desired information. Gallimard Advisors reserves the right to make changes to these Terms from time to time. When using this Site, you should review the current Terms, and our Privacy Policy (which is disclosed elsewhere on the Site), to determine if they have been amended since your last visit.

## **Important Disclosure Information**

Gallimard Advisors is an SEC-registered investment adviser and subsidiary company of NFP Corp. Registration with the SEC does not imply a certain level of skill or expertise. The Site is only intended for clients and prospective clients residing in states in which Gallimard Advisors is qualified to provide investment advisory services. The Site is limited to the dissemination of general information pertaining to its advisory and plan consulting services, together with access to additional investment-related information, publications, and links. Accordingly, the publication of the Site on the Internet should not be construed by any consumer and/or prospective client as Gallimard Advisors' solicitation to effect, or attempt to effect transactions in securities, or the rendering of personalized investment advice for compensation, over the Internet. Any subsequent, direct communication by Gallimard Advisors with a prospective client shall be conducted by an advisor representative who is either registered or qualifies for an exemption or exclusion from registration in the state where the prospective client resides. For information pertaining to the registration status of Gallimard Advisors, please contact the SEC or the state securities regulators for those states in which Gallimard Advisors maintains a notice filing. A copy of Gallimard Advisors' current Forms ADV Part 2A (disclosure brochures) discussing Gallimard Advisors' business operations, services, and fees is available elsewhere on this Site, on the SEC website at www.sec.gov or from Gallimard Advisors upon request. Gallimard Advisors does not make any representations or warranties as to the accuracy, timeliness, suitability, completeness, or relevance of any information prepared by any unaffiliated third party, whether linked to the Site or incorporated herein, and takes no responsibility therefore. All such information is provided solely for convenience purposes only and all users thereof should be guided accordingly.

Past performance does not imply or guarantee future results. Investing in securities involves risks, including possible loss of principal. Diversification cannot assure a profit or guarantee against a loss. Investing involves other forms of risk that are not described here. For that reason, you should contact an investment professional before acting on any information in this Site.

Certain portions of the Site (i.e. newsletters, articles, commentaries, etc.) may contain a discussion of, and/or provide access to, Gallimard Advisors' (and those of other investment and non-investment professionals) positions and/or recommendations as of a specific prior date. Due to various factors, including changing market conditions, such discussion may no longer be reflective of current position(s) and/or recommendation(s). Moreover, no client or prospective client should assume that any such discussion serves as the receipt of, or a substitute for, personalized advice from Gallimard Advisors

or from any other investment professional. Gallimard Advisors is neither a law firm nor an accounting firm, and no portion of the Site content should be interpreted as legal, accounting, or tax advice.

As a condition precedent to access to the Site, you hereby agree to release and hold harmless Gallimard Advisors, its officers, directors, owners, employees, and agents from any and all adverse consequences resulting from any of his/her/its actions and/or omissions, which are independent of his/her/its receipt of personalized individual advice from Gallimard Advisors.

These Terms apply to all users of the Site. As a user, you represent and warrant that you either have reached the age of majority in your jurisdiction of residence, or are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with these Terms and Conditions. In any case, you affirm that you are over the age of 13, as the Site is not intended for children under 13.

#### **Privacy policy**

At Gallimard Advisors, we take your privacy very seriously. For more information, please review our Privacy Policy found elsewhere on this Site, the terms of which are incorporated into these Terms.

## Third-Party Content & Links to Third-Party Sites

As an additional service to you, Gallimard Advisors may facilitate access, via the Site, to your accounts at Charles Schwab & Co., Fidelity, or other third-party financial service providers (referred to as the "Products"). When you use the Products, you are leaving the Site and logging into proprietary technology of each respective provider. Gallimard Advisors is not affiliated with the providers of these Products. During your use of the Products, you may be offered a service (referred to as "Single Sign-On") which enables you to create a generic digital account which allows you to use the same login data for other participating websites and applications. When you use the Products, including the use of any Single Sign-on configuration, you do so at your own risk. Your use of the Products is governed by the terms and conditions displayed on the providers site, and the privacy of your personal information is covered by the terms of Gallimard Advisors' Privacy Policy as described above, and by the privacy policies of each respective provider. You may obtain these privacy policies directly from the provider or from your Gallimard Advisors professional.

You are responsible for your own Internet connection, as well as your personal computer's Internet security (firewalls, spyware, virus protection, etc.) when using the Products. Gallimard Advisors cannot be responsible for any unauthorized access to your information if it occurs while you use the Products from a computer outside of Gallimard Advisors' network.

In addition to facilitating access to the Products, this Site may link to, or be linked to, other web-based resources not maintained by or related to Gallimard Advisors. Such links are provided only as a convenience and information service to our visitors. Gallimard Advisors is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking website, unless specifically stated on this Site. Gallimard Advisors has not reviewed all such websites and is not responsible for the content, accuracy, or policies of any websites. You link to any other pages or websites at your own risk, and your use of such websites will be controlled by the terms of use posted on that site. You should review the terms of use of any website to which you navigate.

We reserve the right to terminate a link to a third-party website at any time. The fact that we provide a link to a third-party website does not mean that we endorse, authorize or sponsor that website, nor that we are affiliated with the third-party website's owners or sponsors.

By using the Site, you expressly relieve Gallimard Advisors from any and all liability arising from your use of any Product or third-party website. Accordingly, we encourage you to be aware when you leave the Site and to read the terms and conditions and privacy policy of each other website that you visit.

If you have any questions, comments, concerns or wish to report a complaint against any of our professionals, please contact our Corporate Office at 888.303.2357. You can also write to us via email at info@gallimardadvisory.com, or to the following address:

Gallimard Advisors Attention: Chief Compliance Officer 330 East Kilbourn Avenue, Suite 1219 Milwaukee, WI 53202

## **Intellectual Property Rights**

Gallimard Advisors either owns the intellectual property rights in the underlying HTML, text, images, audio clips, video clips, software, and other content (collectively, the "Material") that is made available to you on this Site, or has obtained the permissions of the owner of the intellectual property to use the Material on this Site. Except as provided in these Terms, Gallimard Advisors prohibits the use, redistribution, or copying of any Material on this site without its express written permission.

Gallimard Advisors hereby authorizes you to display on your computer, download, and print pages of this Site, subject to the following provisions, (i) the copyright notice appears on all such printouts; (ii) the Material will not be altered in any manner, (iii) the Material is only to be used for personal education and non-commercial use and will not be redistributed, broadcast, or copied to any other media.

The product names, company names, logo, trademarks and service marks (collectively, the "Marks") displayed on this Site, are either owned by Gallimard Advisors and/or third-party licensors. You are not permitted to use the Marks without the prior written consent of Gallimard Advisors or such third party that may own the Marks. Any unauthorized use of any such Marks may be a violation of the rights of Gallimard Advisors or a third party. The Site and the Material contained herein in no way grant any license or right to use any Mark displayed on the Site. Users are prohibited from using the Marks displayed on the Site or the Material or any other content on the Site, except as provided in these Terms.

## **Automatic Data Collection Technologies**

As you navigate through and interact with our Site, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including details of your visits to our Site, including traffic data, location data, and other communication data and the resources that you access and use on the Site, as well as information about your computer and internet connection, including your IP address, operating system, and browser type.

We use information that we collect about you or that you provide to us, including any personal information, to present our Site and its contents to you. It helps us to improve our Site and to deliver a better and more personalized service, including by enabling us to:

• Estimate our audience size and usage patterns.

- Store information about your preferences, allowing us to customize our Site according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Site.

Personal information you provide through the forms on our Site, such as your name and email address, is not used for targeted advertising and will not be shared with third parties for advertising purposes. Instead, targeted advertising uses broader demographic identification, and we will use the page URLs you visit to generate targeted ads.

The technologies we use for this automatic data collection may include cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

You may set your browser (if supported) to opt-out from online behavioral tracking by enabling Do Not Track ("DNT"). Gallimard tracks its customers over time and across third-party websites to provide targeted advertising; therefore, Gallimard responds to DNT signals.

We control third parties' collection or use of your information to serve interest-based advertising by grouping users into lists that we target. These third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI website.

## Disclaimer

The information at this Site has been provided by Gallimard Advisors for general information purposes. The Site, and the related Material, do not imply any client, advisory, fiduciary or professional relationship between you and Gallimard Advisors and neither Gallimard Advisors nor any other person is, in connection with the Site and Material, engaged in rendering auditing, accounting, tax, legal, advisory, consulting or any other professional service or advice. Neither the Site nor the Material on or accessed through the Site should be considered a substitute for your independent investigation and your sound technical business judgment. You should consult with a professional advisor familiar with your particular factual situation for advice or service concerning any specific matters.

THE CONTENT OF THE SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, Gallimard ADVISORS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. ALTHOUGH Gallimard ADVISORS USES REASONABLE EFFORTS TO MAINTAIN THE ACCURACY AND CURRENCY OF THE MATERIAL OF THIS SITE, Gallimard ADVISORS MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ITS ACCURACY OR CURRENCY. THIS SITE MAY CONTAIN TYPOGRAPHICAL ERRORS AND TECHNICAL INACCURACIES. Gallimard ADVISORS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE MATERIAL OF THIS SITE.

You acknowledge and agree that when you use, access, download or otherwise obtain information, materials or data through the Site or any reference sites, it is at your own discretion and risk and that you will be solely responsible for any damages to your property (including your computer system) or loss of

data that results from the download or use of such material or data. Gallimard Advisors does not warrant or guarantee that files or other materials and information available through this Site will be free of infections, viruses, worms, Trojan horses or other code that could be harmful to your computer system.

#### Limitation of Liability

Gallimard Advisors shall not be liable for any damages of any kind arising from or in connection with the use of the Site or the Material, including mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses or delays in operation or transmission, even if Gallimard Advisors is expressly advised of the possibility of such damages. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect, punitive, special, incidental or consequential damages, including but not limited to damages for lost profits, loss or inaccuracy of data or loss of revenue.

YOU AGREE THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND THAT YOUR SOLE REMEDY IS TO CEASE USE OF THE SITE.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

While Gallimard endeavors to ensure that this Site is available at all times, it will not be liable if, for any reason, this Site is unavailable at any time or for any period.

#### Indemnity

You agree to indemnify, defend and hold harmless Gallimard Advisors, its affiliates, officers, directors, employees, consultants, agents and representatives from any and all third-party claims, losses, liability, damages and/or costs, including reasonable attorneys' fees and costs, arising from your access to or use of the Site, your violation of these terms and conditions, or your infringement, or infringement by any other user on your behalf, of any intellectual property or other right of any person or entity. Gallimard will notify you in writing of any such claim, loss, liability or demand.

## Dispute Resolution, Governing Law and Jurisdiction

Dispute Resolution Generally: BY USING THIS SITE, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR – AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK – PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) YOUR REMEDIES ARE LIMITED TO A CLAIM-FOR-MONEY DAMAGES (IF ANY), AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU. **Arbitration**: Any controversy or claim arising out of your use of the Site be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Gallimard Advisors will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Gallimard Advisors shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within 60 days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT DOWNLOAD AND/OR USE THIS APP IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS.

**Governing Law & Jurisdiction**: ALL DISPUTES IN CONNECTION WITH THE SITE AND USE OF THE SITE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES THEREOF, AND ANY MATTERS OR PROCEEDINGS WHICH ARE NOT SUBJECT TO ARBITRATION AS SET FORTH ABOVE SHALL TAKE PLACE IN THE STATE OF NEW YORK IN THE STATE OR FEDERAL COURTS IN NEW YORK COUNTY, NEW YORK AND YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS.

## Waiver

The delay or omission by either party to enforce or exercise any terms or right pursuant to this Agreement will not impair any such term or right nor be construed to be a waiver thereof, and will in no way affect the other party's right later to enforce it. Any waiver by either party of any covenants, conditions or agreements to be performed by the other party will not be construed to be a waiver of any succeeding breach thereof or any covenant, conditions or agreement herein contained.

## Severability

If any part of these Terms is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. Any information related to your use of this Site for illegal purposes will be provided to law enforcement authorities. These Terms constitute the entire agreement between the parties relating to the use of this Site and supersedes and replaces any prior agreement and communication between the parties relating thereto.

**If you have any questions or concerns regarding these Terms, please contact us:** By calling 888.303.2357, via email at <u>info@gallimardadvisory.com</u>, or by regular mail to the following address:

Gallimard Advisors Attention: Chief Compliance Officer 330 East Kilbourn Avenue, Suite 1219 Milwaukee, WI 53202