

# **ETF Management Consultants Website Terms of Use**

## **Agreement between User and ETF Management Consultants**

Welcome to the ETF Management Consultants website located at <https://www.ETFMGMT.com> (the "Website"). The Website is comprised of various web pages operated by ETF Management Consultants. The Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Website constitutes your agreement to all such Terms. The Website offers connections to Kerfoot Wealth Management Fiduciary Advisors and website links to third-party investment management and financial planning service providers.

## **Privacy**

Your use of The Website is subject to ETF Management Consultants / Kerfoot Wealth Management Privacy Policy. Please review the Privacy Policy, which also governs the Website and informs users of our data collection practices.

## **Electronic Communications**

Visiting the Website or sending emails to ETF Management Consultants constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

ETF Management Consultants does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Website only with permission of a parent or guardian.

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

The Website contains links to other third-party Websites ("Linked Websites"). The Linked Websites are not under the control of ETF Management Consultants and ETF Management Consultants is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. ETF Management Consultants is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ETF Management Consultants of the Website or any association with its operators. Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service or functionality originating from the Website domain, you hereby acknowledge and consent that ETF Management Consultants may share such information and data with any third-party with whom ETF Management Consultants has a contractual relationship to provide the requested product, service or functionality on behalf of the Website users and customers.

## **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these terms of use. As a condition of your use of the Website, you warrant to ETF Management Consultants that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of ETF Management Consultants or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. ETF Management Consultants content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of ETF Management Consultants and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of ETF Management Consultants or our licensors except as expressly authorized by these Terms.

### **Third-Party Accounts**

You will be able to connect to third-party Linked Websites and Apps via the Website. By connecting to third-party Linked Websites and Apps, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party Linked Websites and Apps). If you do not want information about you to be shared in this manner, do not use this feature. You agree and acknowledge that the Apps available on the Website are for your independent use and are not intended to provide investment advice. You understand that ETF Management Consultants does not guarantee their applicability or accuracy in regards to your individual circumstances. All examples are hypothetical and are for illustrative purposes only. You agree to consult with a qualified professional before making any financial decisions.

### **International Users**

The Service is controlled, operated and administered by ETF Management Consultants from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the ETF Management Consultants Content accessed through <https://www.ETFMGMT.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless ETF Management Consultants, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third-party, or your violation of any applicable laws, rules or regulations. ETF Management Consultants reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ETF Management Consultants in asserting any available defenses.

### **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR

TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ETF MANAGEMENT CONSULTANTS AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.

ETF MANAGEMENT CONSULTANTS AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ETF MANAGEMENT CONSULTANTS AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ETF MANAGEMENT CONSULTANTS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ETF MANAGEMENT CONSULTANTS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.**

#### **Termination/access restriction**

ETF Management Consultants reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Nevada and you hereby consent to the exclusive jurisdiction and venue of courts in Nevada in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ETF Management Consultants as a result of this agreement or use of the Website. ETF

Management Consultants' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ETF Management Consultants' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by ETF Management Consultants with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and ETF Management Consultants with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ETF Management Consultants with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

ETF Management Consultants reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. ETF Management Consultants encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

ETF Management Consultants welcomes your questions or comments regarding the Terms:

ETF Management Consultants

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