

## **Terms And Conditions**

These Terms and Conditions constitute a legally binding agreement between A.P. Gilfoyle Markets, Inc., a Delaware corporation, and its affiliates (together, "**Gilfoyle**," "**our**," "**us**," "**we**" or "**company**") and you, the user of apgilfoyle.com, and any sites that bear a link to these Terms and Conditions (collectively referred to as the "**Site**"). By accessing the Site, you acknowledge that you have read and agree to these Terms and Conditions. These Terms and Conditions govern your use of the Site. Please read these Terms and Conditions carefully. If you do not agree with any of the terms and conditions contained herein, please do not access the Site.

Gilfoyle reserves the right to amend these Terms and Conditions in its sole discretion. Gilfoyle will post any changes to these Terms and Conditions on the Site, and changes are effective immediately upon posting. Your continued use of the Site after any such changes constitutes your acceptance of the new terms and conditions.

The Site is offered and available to users who are 18 years of age or older. By using the Site, you represent and warrant that you are of legal age to form a binding contract with Gilfoyle, if you do not meet all of these requirements, you must not access or use the Site.

### **No Offer; Not Investment Advice**

Nothing contained herein constitutes an offer, solicitation or recommendation regarding any investment management product or service, or the offer to sell or the solicitation of an offer to buy any security; nor shall any such services be provided, or securities be offered or sold, in any jurisdiction in which such an offer, solicitation, provision or sale would be unlawful. All Site Content is subject to applicable statutes and regulations.

The information provided is for informational purposes only. It does not constitute any form of advice or recommendation to buy or sell any securities or adopt any investment strategy mentioned. It is intended only to provide observations and views of the author(s) at the time of writing, both of which are subject to change at any time without prior notice. The information provided does not have regard to the specific investment objectives, financial situation or particular needs of any specific person who may read it, and investors should determine for themselves whether a particular service or product is suitable for their investment needs or should seek such professional advice for their particular situation. Please refer to offering documents for further information concerning specific products.

Any reference to a particular company or security is not an endorsement by Gilfoyle of that company or security or a recommendation by Gilfoyle to purchase or sell such security. It should not be assumed that recommendations made in the future will be profitable or will equal the performance of prior securities' recommendations.

The information provided on this Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Gilfoyle or its affiliates to any registration requirement within such jurisdiction or country. Each investment product and service referred to on this Site is intended to be made available to only U.S. residents. This Site will not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.

The laws of the State of New York govern these Terms without regard to conflict of law provisions. If you take legal action relating to these Terms, you agree to file such action only in the New York State Supreme Court located in New York, NY, or the United States District Court for the Southern District of New York, and you consent and submit to the personal jurisdiction of those courts for the purpose of litigating any action with Gilfoyle, its affiliates or with any funds referenced in this site.

## **Forward Looking Statements**

Certain of the statements contained herein may be statements of future expectations, opinions, and other forward-looking statements that are based on Gilfoyle's current views and assumptions and involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from those expressed or implied in such statements. In addition to statements which are forward-looking by reason of context, the words "trend," "potential," "opportunity," "pipeline," "believe," "comfortable," "expect," "anticipate," "current," "intention," "estimate," "position," "assume," "outlook," "continue," "remain," "maintain," "sustain," "seek," "achieve," and similar expressions, or future or conditional verbs such as "will," "would," "should," "could," "may" and similar expressions identify forward-looking statements.

## **Privacy Policies**

In addition to these Terms of Use, your use of and access to the Site is also subject to our Website Privacy Policy, which can be found at [apgilfoyle.com/privacy](http://apgilfoyle.com/privacy) (the "**Privacy Policy**") and our California Website Privacy Policy, which can be found at [apgilfoyle.com/ca-privacy](http://apgilfoyle.com/ca-privacy) (the "**California Privacy Policy**"), which are incorporated by reference herein, as applicable. Our Privacy Policy and our California Privacy Policy contain additional terms relating to our potential collection, use and disclosure of your personal information, as applicable. You agree that you have read, agreed to and understand our Privacy Policy and our California Privacy Policy, as applicable.

## **Ownership**

The trade names, trademarks, service marks, trade dress, logos and other indicia of source (collectively, "**Marks**") found on the Site and any and all information and content available through the Site (including strategies, policies, business plans, research, concepts and other information (collectively, the "**Content**")) are proprietary to Gilfoyle or its licensors and are protected by intellectual property rights and unfair competition and other laws. You may not use any Mark or Content without the express written permission of the owner (whether Gilfoyle or otherwise), and

nothing contained in these Terms and Conditions or anywhere on the Site shall be construed as granting any license or right to use any Mark or Content.

## **Third-Party Links**

From time to time, Gilfoyle may provide links from the Site to websites operated by third parties. Gilfoyle decision to do so is in no way an endorsement of these sites. Gilfoyle does not monitor, edit or control such third-party sites and is not responsible in any way for the suitability of their content or for the quality of the products or services offered therein. Your choice to follow links to such websites is at your sole risk. When you click on a link to another website you will be leaving the Site. If you have any questions regarding a linked site, please direct them to the administrator of the relevant site. Gilfoyle reserves the right to terminate any link at any time.

## **Disclaimer Of Warranties**

THE SITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, ARE PROVIDED WITHOUT WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY GILFOYLE, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SITE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. GILFOYLE FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SITE OR CONTENT WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ERROR-FREE. YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED UNDER LAW.

## **Limitation Of Liability**

GILFOYLE DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR THE SITE OR THE CONTENT. TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, GILFOYLE IS NOT LIABLE TO YOU OR ANYONE ELSE FOR ANY CLAIM OF ANY NATURE WHATSOEVER BASED ON (1) THE SITE OR THE CONTENT, INCLUDING ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE CONTENT OR ANY FEATURE OF THE SITE, OR (2) YOUR BREACH OF ANY PROVISION OF THESE TERMS OF USE.

UNDER NO CIRCUMSTANCES WILL GILFOYLE BE LIABLE FOR ANY DAMAGES OR LOSSES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR ANY OTHER DAMAGES OR LOSSES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF ANY SERVICE OR CONTENT, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER TORT (INCLUDING NEGLIGENCE OF ANY KIND), CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES OR IF THE DAMAGES COULD HAVE BEEN FORESEEN.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Indemnity**

You agree that you will be solely responsible for, and that you will defend, indemnify and hold Gilfoyle, its parents, subsidiaries and other affiliates and each of their respective officers, directors, agents, employees and representatives harmless from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from your violation of these Terms and Conditions or otherwise resulting from your use of the Site. Gilfoyle reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which it is entitled to indemnification, but you must still indemnify Gilfoyle for all liabilities, losses or damages. You agree to provide Gilfoyle with whatever cooperation it reasonably requests.

## **Limitation On Time To File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED, UNLESS OTHERWISE REQUIRED BY LAW.

## **Miscellaneous**

Headings and captions throughout these Terms and Conditions are for convenience only and should not be considered part of these Terms and Conditions. The word "including" means "including without limitation."

**Last updated:** November 15, 2024

Copyright © 2024 A.P. Gilfoyle Markets, Inc., or its affiliates. All rights reserved. "A.P. GILFOYLE", the A.P. Gilfoyle logo, "INNOVATION AT WORK", and "A.P. GILFOYLE FUNDS", are registered and unregistered trademarks of A.P. Gilfoyle Markets, Inc., or its subsidiaries in the United States and elsewhere. All other trademarks are those of their respective owners.