

# Terms of Use

**SAVVI Wealth Partners**

**February 23, 2023**

THE FOLLOWING **TERMS OF USE** APPLY TO ALL ACTIVITY ON SAVVI WEALTH PARTNERS(SWP) WEBSITES.

TO BECOME AN INVESTMENT ADVISORY SWP CLIENT, YOU MUST ALSO AGREE TO BE BOUND BY AN **INVESTMENT ADVISORY AGREEMENT**. WHENEVER THEIR TERMS ARE IN CONFLICT, THE **INVESTMENT ADVISORY AGREEMENT** SHALL SUPERSEDE THE **TERMS OF USE**.

## Introduction

The following terms of use for SavviWP.com ("Site") constitute a legal contract between you, an individual user ("you"), and SAVVI Wealth Partners (SWP) regarding your use of any or all of the Site. Together, you and SWP are referred to herein individually as "Party" or collectively as the "Parties". When using the Site, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). If you register for investment advisory services, you will also be subject to the Investment Advisory Agreement. The Guidelines are available at <https://www.savviwp.com/legal>.

Before using the Site, please read carefully the following Terms of Use and the Privacy Statement and Investment Advisor Agreement. BY ACCESSING, BROWSING, OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND GUIDELINES, AND ANY FUTURE MODIFICATIONS. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SITE.

## 1. Eligibility

You represent that you are age Eighteen (18) or older and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms.

## 2. Modification of the Terms

SWP reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time, provided that if such modifications materially limit your rights and/or expand your obligations hereunder, SWP will notify you electronically, such as by email or through the Site. Such material modifications will take effect on the earlier of the date you indicate your assent (by clicking “Accept” or otherwise) or Thirty (30) days after SWP’s notice. No modification of the Terms will apply to any dispute between you and SWP that arose prior to the effective date of the modification. If at any time you disagree with the Terms or any modifications thereof, you may terminate these Terms by ceasing to use the Site. Your continued use of the Site after the revised Terms become effective indicates that you have read, understood, and agreed to the revised Terms. Any new or different terms supplied by you are specifically rejected by SWP, unless SWP agrees to them in a signed writing specifically including those new or different terms. FOR INVESTMENT ADVISORY CLIENTS: In the event of any conflict between the Terms and the Investment Advisory Agreement, the Investment Advisory Agreement’s terms shall prevail.

## 3. Site Access

SWP grants you permission to use the Site as set forth in these Terms, provided that and for so long as:

1. you use the Site solely for your personal use;
2. except as expressly permitted or indicated in these Terms, you do not download, reproduce, redistribute, retransmit, publish, resell, distribute, publicly display or otherwise exploit any portion of the Site in any medium without SWP’s prior written authorization;
3. you do not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purposes;
4. you do not engage in any of the prohibited uses described below; and
5. you otherwise fully comply with these Terms.

The Site is controlled and offered by SWP from its facilities in the United States of America. SWP makes no representations that the Site is appropriate or available for use in other locations. If you are accessing or using the Site, you do so at your own risk and you are responsible for compliance with applicable law.

## 4. Ownership; Proprietary Rights.

As between the Parties, the Site including the content, visual interfaces, interactive features, information, graphics, design, compilation, products, software, services, trademarks and logos, and all other elements of the Site, other than Non-SWP Content (“SWP Materials”), are owned and/or licensed by SWP. Except as SWP may separately and expressly authorize, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from the Site or the SWP

Materials. SWP reserves all rights not expressly granted in these Terms. You shall not acquire any right, title, or interest to the SWP Materials, except for the limited rights set forth in these Terms. SWP's use of your data is governed by SWP's Privacy Policy. SWP's Privacy Statement is available at <https://www.savviwp.com/legal>. Included in SWP's Privacy Policy is a prohibition on sharing of your information with anyone without your permission, except as needed to service your account and as required under applicable laws.

## **5. Non-SWP Content Disclaimer.**

You understand that when using the Site you may be exposed to third party content ("Non-SWP Content") from a variety of sources. SWP does not endorse any Non-SWP Content nor any opinion, recommendation, or advice expressed therein. Under no circumstances will SWP be liable in any way for or in connection with the Non-SWP Content, including for any inaccuracies, errors or omissions in any Non-SWP Content, any intellectual property infringement with regard to any Non-SWP Content, or for any loss or damage of any kind incurred as a result of the use of any Non-SWP Content posted, emailed or otherwise displayed or transmitted through the Site.

## **6. Non-Monitoring of Users and Non-SWP Content.**

You understand that you, and not SWP, are entirely responsible for all content that you upload, post, e-mail or transmit to the Site. SWP does not control the Non-SWP Content posted by users or otherwise made available by other persons and does not have any obligation to monitor such Non-SWP Content for any purpose. If at any time, SWP chooses, in its sole discretion, to monitor the Non-SWP Content, SWP nonetheless assumes no responsibility for the Non-SWP Content, no obligation to modify or remove any inappropriate Non-SWP Content, and no responsibility for the conduct of the user submitting any such Non-SWP Content. You agree that you must evaluate, and bear all risks associated with the use of Non-SWP Content, including any reliance on the accuracy, completeness, usefulness, or legality of such Non-SWP Content.

## **7. Removal of Non-SWP Content.**

SWP and its designees shall have the right (but not the obligation) in their sole discretion to refuse to post or remove any Non-SWP Content that is available on the Site in whole or in part at any time for any reason or no reason, with or without notice and with no liability of any kind.

## 8. Prohibited Uses of the Site.

1. As a condition of your use of the Site, you hereby represent and warrant that you will not-use the Site for any purpose that is unlawful or prohibited (including the prohibitions in this Section) by these Terms.
2. Any use by you of any of the SWP Materials and Site other than for your personal use is strictly prohibited. Save with the prior written consent of SWP, you agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit any portion of the Site, use of the Site, access to the Site, or Non-SWP Content obtained through the Site, for any purpose other than for your personal use.
3. You agree not to use the Site if you do not meet the eligibility requirements described in Section 1 above.
4. You agree not to defame, harass, abuse, threaten, stalk or defraud users of the Site, or collect, or attempt to collect, personal information about users or third parties without their consent.
5. You agree not to interfere with or damage, impair or disable the operation of the Site or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code.
6. You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of any part of the Site, or features that enforce limitations on the use of the Site.
7. You agree not to attempt to gain unauthorized access to the Site, or any part of it, other accounts, computer systems or networks connected to the Site, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Site or any activities conducted through the Site.
8. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.
9. You agree not to utilize framing techniques to enclose any trademark, logo, or other SWP Materials without our express written consent. You agree not to use any meta tags or any other "hidden text" utilizing SWP's name or trademarks without our express written consent.
10. You agree not to deep-link to the Site and will promptly remove any links that SWP finds objectionable in its sole discretion. You agree not to use any SWP logos, graphics, or trademarks as part of the link without our express written consent.
11. You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Site. This includes unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.
12. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Site or any part thereof, except and only to the

extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

13. You agree not to modify, adapt, translate, or otherwise create derivative works based upon the Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
14. You agree not to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

## 9. Registration.

In order to access the services and features of the Site and/or referred to by the site, you will have to become an investment advisory client of SWP. You represent and warrant that the information you provide to SWP upon acceptance of the Investment Advisory Agreement and, at all other times, will be true, accurate, current, and complete. You also represent and warrant that you will ensure that this information is kept accurate and up-to-date at all times. You agree that SWP may use and disclose your account information and other information solely as provided hereunder as permitted pursuant to the Privacy Policy (available at <https://www.savviwp.com/legal>).

Investment advice provided by SWP is strictly limited to clients who have a valid Investment Advisory Agreement in place with SWP, and no information furnished through the Website may be construed as investment advice of any nature. **For Non Investment Advisory SWP Clients:** IN ADDITION, NO OTHER COMMUNICATIONS BETWEEN NON-INVESTMENT ADVISORY CLIENTS AND SWP, ITS EMPLOYEES, DIRECTORS AND/OR ANY OF ITS REPRESENTATIVES VIA CHAT SERVICE, CUSTOMER SUPPORT, EMAIL, TELEPHONE OR ANY OTHER MODE OF COMMUNICATION SHALL BE CONSTRUED AS INVESTMENT ADVICE OF ANY NATURE WHATEVER AND MAY NOT BE RELIED UPON BY THE USER AS INVESTMENT ADVICE.

## 10. Dealings with Advertisers.

Your correspondence or business dealings with NON SWP CONTENT are solely between you and such advertiser. YOU AGREE THAT SWP WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS THE RESULT OF ANY SUCH DEALINGS WITH NON-SWP CONTENT PROVIDERS.

## 11. Links and Third Party Websites.

SWP or third parties may provide links on the Site to other sites including the content therein ("Reference Site"). SWP has no control over such Reference Site or content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of Reference Site or content linked to by the Site. SWP provides links to you only as a convenience, and the inclusion of any link on the Site does not imply our affiliation,

endorsement, or adoption of the linked site or any information therein. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON REFERENCE SITES OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK. Our terms and policies do not govern your use of any site other than the Site. You should review applicable terms and policies, including the privacy policies and practices, of any Reference Site.

## 12. Availability of Service.

SWP may make changes to or discontinue any of the products, services, or media available within the Site at any time, and without notice. The products, services, or media on the Site may be out of date, and SWP makes no commitment to update materials on the Site. SWP does not warrant that the Site will be available without interruption. Without limitation, the Site may be temporarily unavailable from time to time to allow SWP to perform planned or unplanned maintenance of the Site.

## 13. Terms of Use Violations; Termination.

You agree that SWP, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have through the Site or your use of the Site, and remove and discard all or any part of your account at any time. You agree that your access to the Site or any account you may have or portion thereof may be terminated without prior notice, and you agree that SWP shall not be liable to you or any third-party for any such termination. These remedies are in addition to any other remedies SWP may have at law or in equity.

If you are dissatisfied with the Site, please let us know at [support@savviwp.com](mailto:support@savviwp.com).

Your input is valuable to us. Your only remedy with respect to any dissatisfaction with (i) the Site, (ii) any term of these Terms, (iii) any policy or practice of SWP in operating the Site, or (iv) any content or information transmitted through the Site, is to terminate these Terms and your account. You may terminate these Terms at any time by discontinuing your use of any and all parts of the Site and providing notice of termination at [support@savviwp.com](mailto:support@savviwp.com).

## 14. Indemnification; Hold harmless.

**Non Investment Advisory SWP Clients:** You agree to indemnify and hold harmless SWP, and its parent, subsidiaries, affiliates or any related companies (including those which share substantially common ownership), and the officers, directors, employees, agents and representatives of any of them from any and all claims, losses, obligations, damages, liabilities, costs, debt, and expenses (including attorney's fees) arising out of (i) your use or misuse of the Site; (ii) your violation of these terms; (iii) your breach of the foregoing representations, warranties, and covenants; and (vi) any unauthorized use of your account

not caused by SWP. SWP reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of SWP. SWP will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

**Investment Advisory SWP Clients:** See your Investment Advisory Agreement.

## 15. Disclaimers; No Warranties.

1. **Acknowledgement.** You expressly acknowledge that as used in this section, the term SWP includes SWP's officers, directors, employees, shareholders, agents, affiliates, and subcontractors.
2. **No warranties.** To the fullest extent permissible pursuant to applicable law, SWP disclaims all warranties, statutory, express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No advice or information, whether oral or written, obtained by you from SWP or through the Site, will create any warranty not expressly stated in these terms.
3. **"As is" and "As available" and "With all faults."** You expressly agree that the use of the Site is at your sole risk. The Site, non-SWP content and any other third-party media, content, software, services, reference sites, or applications made available in conjunction with or through the Site are provided on an "as is" and "as available", "with all faults" basis and without warranties or representations of any kind, either express or implied.
4. **Website operation and non-SWP content.** SWP does not warrant that the SWP materials, non-SWP content, Site, reference sites, or any other information offered on or through the Site or any reference sites will be uninterrupted, or free of errors, viruses, or other harmful components and does not warrant that any of the foregoing will be corrected.
5. **Accuracy.** SWP does not warrant or make any representations regarding the use or the results of the use of the Site or any reference sites in terms of correctness, accuracy, reliability, or otherwise.
6. **Harm to your computer.** You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the Site or any reference sites at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data.

## 16. Limitation of Liability and Damages.

### Non Investment Advisory SWP Clients:

1. **Limitation of Liability.** Under no circumstances, and under no legal theory, including negligence, shall SWP or its affiliates, contractors, employees, agents, or third party partners or suppliers, be liable for any special, indirect, incidental, consequential, or exemplary damages (including loss of profits, data or use or cost of cover) arising out of or relating to these terms or that result from your use or the inability to use the SWP materials and user submissions on the Site or any reference sites, the Site itself, or any other interactions with SWP, even if SWP or a SWP authorized representative has been advised of the possibility of such damages. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.
2. **Reference Site.** The limitations of this section shall also apply with respect to damages incurred by reason of any products or services sold or provided on any reference sites or otherwise by third parties other than SWP and received by you through or advertised on the Site or received by you through any reference sites.

**Investment Advisory SWP Clients:** See your Investment Advisory Agreement.

## 17. Limitations by Applicable Law.

Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If you reside in such a jurisdiction, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. The limitations or exclusions of warranties, remedies, or liability contained in these terms apply to you to the fullest extent such limitations or exclusions are permitted under the laws of the jurisdiction in which you are located.

## 18. Arbitration

1. In the interest of resolving disputes between you and SWP in the most expedient and cost effective manner, you and SWP agree that any and all disputes arising in connection with these Terms shall be resolved by informal mediation and then proceeding to binding arbitration if necessary. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these

Terms. You understand and agree that, by entering into these Terms, you and SWP are each waiving the right to a trial by jury or to participate in a class action.

2. **Exceptions.** Notwithstanding subsection (a), we both agree that (i) nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (1) bring an individual action in small claims court, (2) pursue law enforcement actions through applicable federal, state, or local agencies where such actions are available, (3) seek injunctive relief in a court of law, or (4) to file suit in a court of law to address intellectual property infringement claims, and (ii) nothing shall be deemed to waive your right to pursue any remedy which is not waivable under applicable laws.
3. Any arbitration between you and SWP will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879.
4. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail. SWP’s address for Notice is:

SAVVI Financial LLC - SAVVI Wealth Partners  
465 Waverley Oaks Rd., Suite 315  
Waltham, MA 02452

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). We agree to use good faith efforts to resolve the claim directly, but If we do not reach an agreement to do so within 30 days after the Notice is received, you or SWP may commence an arbitration proceeding.

## 19. Miscellaneous.

1. **Notice.** When you visit the Site you are communicating with SWP electronically. You consent to receive communications from SWP electronically. Although SWP may choose to communicate with you by regular mail, SWP may also choose to communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that SWP provides to you electronically satisfy any legal requirement that such communications be in writing. SWP may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Site. If Notice is by e-mail or mail, it will be provided to the e-mail or regular mailing address provided by you with your account information and it is your responsibility to update such account information for any changes. Notice to you will be deemed given twenty-four hours after email is sent, unless SWP is notified that the email address is invalid, and if through postal mail, three days after the date of mailing. You may provide SWP with notices at [info@savviwp.com](mailto:info@savviwp.com).
2. **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law.

3. **Jurisdiction.** You agree that any action at law or in equity arising out of or relating to these Terms or the Site, to the extent permitted under these Terms of Use, shall be filed only in the state or federal courts in Boston, Massachusetts and you hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action.
4. **Waiver.** A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of SWP to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
5. **Severability.** If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
6. **Assignment.** The Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by SWP without restriction. Any assignment attempted to be made in violation of these Terms shall be void.
7. **Survival.** Sections 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 and 18 will survive any termination of these Terms or your account whether by you or SWP.
8. **Entire Agreement; Priority.** These Terms are the entire agreement between you and SWP relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. For clarity, if you are an **Investment Advisory Client of SWP**, SWP's advisory services to you are governed by the Investment Advisor Agreement and, if there is any conflict between these Terms of Use and the Investment Advisory Agreement, the Investment Advisory Agreement shall prevail.