## NORTHEAST INVESTMENT MANAGEMENT, INC. INVESTMENT ADVISORS AND TRUSTEES 100 HIGH STREET, SUITE 1000 BOSTON, MASSACHUSETTS 02110 (617) 523-5388 Phone (617) 523-5412 Facsimile www.northeastinvest.com

# LEGAL DISCLAIMER

#### **TERMS OF USE/ACCEPTANCE**

Northeast Investment Management, Inc. ("NORTHEAST") is a registered investment adviser and provides this website ("Site") for informational purposes only. Your access to and use of this Site is subject to the following Terms of Use ("Terms"). By continued access or use of this Site, you indicate your acknowledgement and acceptance of these Terms. Use of and access to this Site and the information therein as well as other content available on or through this Site ("Content"), are subject to these Terms and all applicable laws.

#### NO INVESTMENT ADVICE

All Content on this Site is for informational purposes only and should not be construed as legal, investment or tax advice nor should any information on this Site be considered a solicitation or offer to buy, sell or transact in any securities or other financial instruments or as a request to engage in any financial activity. NORTHEAST provides investment advice within the context of its contractual agreements with each client. Visitors to this Site are not considered clients of NORTHEAST just by virtue of access to this Site. In exchange for using this Site, you agree not to hold NORTHEAST, or any third party service provider, liable for any possible claim for damages arising from any decision you make based on information or other Content made available to you through this Site.

#### **INVESTMENT RISKS**

Investing in securities – including but not limited to - stocks, bonds, exchange traded funds, mutual funds, money market funds involves risk. Loss of principal is possible and past results are not a predictor or indicator of future performance.

#### WARRANTIES

The information, products, and services on this Site are provided on an "AS IS" and "AS AVAILABLE" basis with no warranty. Although the information provided to you on this Site is obtained or compiled from sources NORTHEAST believes to be reliable, this Site may contain inaccuracies or typographical errors. NORTHEAST does not warrant the information or services provided herein or your use of this Site generally, whether express or implied, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose.

#### THIRD PARTY WEBSITES

This Site may contain links to third party websites unaffiliated with NORTHEAST. NORTHEAST has no control over such websites or their content and makes no representations whatsoever regarding any content, including advertising, products or other materials on or available through such websites or resources. Your use of a third party website, including without limitation, your use of any information, data, advertising product or other materials on or available through such websites, is at your own risk and is subject to their Terms of Use.

#### LIMITATION OF LIABILITY

NORTHEAST DOES NOT WARRANT THAT THIS SITE, ITS SERVERS OR EMAIL SENT FROM THIS SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DOWNLOADING MATERIAL IS DONE AT YOUR OWN RISK AND NORTHEAST IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA YOU MAY INCUR. NORTHEAST IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR LOSS OF OTHER INTANGIBLES. IN PARTICULAR, AND WITHOUT LIMITATION, NORTHEAST WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THIS SITE OR CONTENT. YOUR EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE AND CONTENT IS TO STOP USING THIS SITE AND CONTENT.

## LIMITATION OF USE

While you are permitted to use this Site and Content for your personal, non-commercial use, this Site and its Content are the property of NORTHEAST. All trademarks, trade names, logos and service marks on this Site not owned by NORTHEAST are the property of their respective owners. Nothing contained on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of NORTHEAST's or any third party's trade names, trademarks, logo or service marks without express prior written consent.

## PASSWORD SECURITY AND NOTIFICATION

If you have a password for access to non-public areas of the Site, you are solely responsible for all activities that occur in connection with your password. Accordingly, you should take steps to protect the confidentiality of your password. Notify NORTHEAST immediately if you become aware of any disclosure, loss, theft or unauthorized use of your password.

#### **INDEMNIFICATION**

By accessing and using this Site and Content, you agree to indemnify, defend and hold harmless NORTHEAST and its officers, directors, owners, partners, employees, agents, information providers, licensors and licensees (collectively, the "Indemnified Parties") from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with the Terms, your infringement or violation of any intellectual property or other right of a third party, your user content, or from your violation of any applicable law. NORTHEAST reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not enter into any settlement agreement which affects the rights of any of the Indemnified Parties or requires the taking of any action by any of them, without NORTHEAST's prior written approval.

## USER CONDUCT

Your use of this Site and Content is conditioned upon your compliance with the following. You will not:

- Use this Site or Content for any fraudulent or unlawful purpose;
- Collect or store personal data about any visitor to this Site;
- Restrict or inhibit any other person from using this Site or Content (including without limitation by hacking or defacing any portion of this Site or Content);
- Misrepresent your affiliation with any other person or entity;
- Advertise or offer to sell any goods or services for any commercial purpose;
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to this Site or Content;
- Remove any copyright, trademark or other proprietary rights notice from this Site or materials originating from this Site or Content;
- Submit, post, upload, or otherwise transmit any content that is defamatory, libelous, abusive, tortuous, harassing, vulgar, obscene, or otherwise indecent;
- Submit, post, upload or otherwise transmit User Content that contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

## GOVERNING LAW

This Site is controlled and operated by NORTHEAST from the United States and is not intended to subject NORTHEAST to the laws or jurisdiction of any other country. This Site and contents are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Federal law governs copyright, patent, and trademark matters. In choosing to access this Site, you do so on your own initiative and at your own risk and you are responsible for complying with all local laws, rules and regulations.

#### **TERMS MODIFICATION**

NORTHEAST may, in its full discretion and at any time amend the terms of use of this Site.