

Terms of Use

CPS GROUP CPAs, PA



Effective Date: August 17, 2009

Welcome to the Web site for CPS Investment Advisors (CPS) – also referred to hereinafter as the “Site.” This Site provides you with general information about the financial and other products and services of CPS Investment Advisors, and provides authorized clients with access to its products, services, features and functionality. PLEASE READ THESE TERMS OF USE CAREFULLY. By accessing and using this Site, you acknowledge that you have read, understand, and agree to be bound by all of the terms and conditions set forth below. We reserve the right to amend these terms of use from time to time by posting the amended terms on this Site.

ACCESS TO THE PUBLIC PORTION OF THIS SITE

The public portion of this Site (i.e. the portion that does not require a login name and password) is made available to all persons aged 18 or older who agree to be bound by the terms and conditions set forth in these terms of use. For so long as you comply with these terms of use, we hereby grant you a personal, nonexclusive, non-transferable, revocable license to display, reformat and print up to two (2) copies of the content made available to you on the public portion of this Site, solely for your personal use. You agree not to modify, reproduce, distribute, rent, lease, loan, sell, or create derivative works based upon the materials on this Site, or post any content from this Site to newsgroups, mail lists or electronic bulletin boards, without the prior written consent of an authorized representative of CPS Investment Advisors Management.

RESTRICTED ACCESS TO PRIVATE PORTION OF THIS SITE

The private portion of this Site is intended for access and use only by (i) authorized employees of CPS Investment Advisors who have received a unique login name and password, and have a need to access and use this Site for internal business purposes, and (ii) independent Registered Investment Advisor firms that have entered into a written Service Agreement with CPAlliance™ (“CPAlliance™ Clients”), received a unique login name and password, and have a need to access and use this Site in accordance with the terms and conditions of the Service Agreement. If you are not an authorized employee of CPS Investment Advisors or a CPS Client, you may access and use this Site solely with express written permission (including a unique login name and password) from an authorized representative of CPS Investment Advisors, and solely for the limited purpose and during the limited duration for which such permission has been granted. No other persons may access or use the private portion of this Site for any purpose whatsoever.

PROTECTING ACCESS TO THE PRIVATE SITE

Your login name and password for this Site is unique to you, and may not be shared with any other person. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify us promptly if you become aware of any unauthorized use of your login name and password or unauthorized access to this Site. Always be sure to log out of this Site and close the Web browser window at the end of each session. These safety practices are particularly important if you access this Site from a public computer terminal. We cannot and do not guarantee that this Site will be totally secure.

USE OF THIS SITE BY CPS CLIENTS

If you are a CPS Client, you acknowledge and agree that these terms of use are in addition to, and not in lieu of, the Service Agreement between you and CPS, as amended from time to time (the “Service Agreement”). By accessing and using the private portion of this Site, you represent and warrant that the Service Agreement remains in full force and effect, and that you are not in breach of any material provision of the Service Agreement. You further acknowledge and agree that all of the terms and conditions in the Service Agreement relating to your obligations and duties as a CPS Client shall apply to any and all actions and inaction taken by you on or through this Site.

PRIVACY POLICY

Any personal information submitted by you on this Site is maintained in accordance with our Privacy Policy. Please carefully review our policy under the link for Legal Notices.

ADDITIONAL TERMS FOR PRIVATE SITE

Certain areas and features of the private portion of this Site are subject to additional terms and conditions. Your access to and use of such areas and features is conditioned upon your agreement to the additional terms and conditions posted on this Site or otherwise provided to you. All such additional terms and conditions for the private portion of this Site are hereby incorporated into these terms of use.

NO OFFER, INVESTMENT ADVICE, OR PERFORMANCE GUARANTEES

Neither the information nor any opinion expressed on this Site constitutes an offer by CPS Investment Advisors to buy or sell any securities or financial instruments, or to provide any investment advice or service. The services, securities and financial instruments described on this Site may not be available to or suitable for you, and not all strategies are appropriate at all times. The value and income of any of the securities or financial instruments mentioned on this Site can fall as well as rise, and an investor may get back less than he or she invested. Foreign-currency denominated securities and financial instruments are subject to fluctuations in exchange rates that could have a positive or adverse affect on the value, price or income of such securities and financial instruments. Past performance is not necessarily a guide to future performance. Independent advice should be sought in all cases.

TAX CONSEQUENCES

Any investment products and services mentioned on this Site may have tax consequences. The levels and bases of taxation can change. Your tax affairs are your own responsibility and you should consult your own attorneys or other tax advisors in order to understand the tax consequences of any investment products and services mentioned on this Site.

UNAVAILABILITY IN SOME JURISDICTIONS

None of the investment products or services mentioned on this Site are available, and prospectuses in respect of them will not be distributed, to persons resident in any state or territory where such distribution would be contrary to local law or regulation.

RESPONSIBLE BEHAVIOR

In addition to the obligations set forth above, you agree not to access or use this Site to:

- reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of this Site, use of this Site, or access to this Site;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted on this Site;
- make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- make available any content that is unlawful, harmful, threatening, tortious, defamatory, obscene, invasive of another's privacy, or otherwise objectionable;
- make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt this Site or servers or networks connected to this Site, or disobey any requirements, procedures, policies or regulations of networks connected to this Site;
- intercept, collect or store personal data about current or former clients of CPS Investment Advisors or any other visitors to this Site; or
- violate any applicable local, state, national or international laws or regulations.

TERMINATION OF ACCESS AND USE

Your right to access and use the private portion of this Site shall terminate automatically if (i) in the case of any employee, your employment with us terminates, or (ii) in the case of any CPS Client, you materially breach your Service Agreement, or your Service Agreement with us terminates or expires. In addition, we reserve the right to terminate your access to or use of this Site at any time, and without any prior notice to you, if you violate any provision of these terms of use, use this Site in a manner for which it is not intended to be used, violate any applicable law, regulation, or right of another in your use of this Site, or we believe in good faith that any of the foregoing has occurred. You agree to indemnify, defend and hold CPS Investment Advisors, directors, officers, agents, and employees, harmless from and against any and all claims, demands, damages, losses and expenses of any kind (including attorneys' fees and costs), arising out of or related to your use of this Site or your violation of these terms of use.

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LINKS TO THIS WEB SITE

We ask that you notify us in advance of your intention to link to the public portion of this Site by emailing us at estherb@cpalliance.com. You may not (i) hyperlink to the private portion of this Site or any of the pages on the private portion of this Site from another Web site, (ii) display this Site in frames, or (iii) display any of the content found on this Site via inline links, without express written permission from an authorized representative of CPS Investment Advisors.

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GOVERNING LAW; JURISDICTION

These terms of use and the relationship between you and us relating to your use of this Site shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts located within Lakeland or Polk County, Florida for any dispute, claim or action arising out of or related to your use of this Site or these terms of use, and hereby waive any objections to the jurisdiction or venue of such courts.

ASSIGNMENTS

You may not assign or delegate any right or duty under these terms of use or related to this Site without the prior written consent of an authorized officer of CPS Investment Advisors. Any attempted assignment or delegation without such consent will be null and void from the beginning and without further effect. We may assign any right or duty under these terms of use or related to this Site with or without notice to you. Subject to the foregoing, these terms of use will be binding upon and will inure to the benefit of you and us, and each of our respective representatives, heirs, administrators, successors and permitted assigns.

CHANGES TO THESE TERMS OF USE

We reserve the right to amend these terms of use from time to time by posting the amended terms on this Site. We will notify you of these changes by updating the "Effective Date" for these terms of use, or by posting a notice on our Site that the terms of use have been changed. However, it remains your responsibility to review the terms of use, and your continued use of this Site after we have amended the terms of use shall signify your acceptance of the amended terms. These terms of use may be modified by you only by obtaining the prior written consent of an authorized representative of CPS Investment Advisors.

WAIVER

No duty or breach of these terms of use may be waived by any act, omission or knowledge by us, except by an instrument in writing expressly waiving the duty or breach and signed by an authorized representative of CPS Investment Advisors. Any waiver (express or implied) by us of any duty or breach will not constitute a waiver of any other or subsequent duty or breach.

CONTACTING US

If you have questions about these terms of use, the Privacy Policy for this Site, or any other questions concerning this Site, please contact:

CPS Investment Advisors
Attn: Web Site Administration
205 East Orange Street
Lakeland, FL 33801
863.688.1725
sherrie@cpsinvest.com

DIGITAL MILLENNIUM COPYRIGHT ACT

Certain areas of this Site permit end users to upload, post or otherwise transmit information such as opinions, comments, questions and other materials. Although we generally do not monitor, and disclaim any responsibility for, the materials provided on or through this Site by end users, we will not allow access to any such materials that we have actual knowledge to be infringing of a third party's intellectual property rights. Such infringing materials will be removed from this Site, and repeat offenders will have their right to access to and use this Site terminated.

Under the Digital Millennium Copyright Act (the "DMCA," codified in relevant part at 17 U.S.C. § 512), copyright owners who believe that their rights have been infringed by unauthorized use of their protected works appearing at an online location may contact, directly or through their authorized agents, the service provider hosting such online location and request that the infringing material be removed or access to it blocked. We have designated the following individual to receive notification of claimed infringement:

CPS Investment Advisors
Attn: Web Site Administration
205 East Orange Street
Lakeland, FL 33801
863.688.1725
sherrie@cpsinvest.com

Any such notification must be in writing, and must include:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the right that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed, including, if available, a URL where the copyrighted work exists or a copy of the copyrighted work;
- Identification of the material claimed to be infringing, including a URL or other specific location on this Site where the material can be found;
- The name, address, telephone number and e-mail address of the complaining party;
- A statement by the complaining party that it has a good faith belief that there is no legal basis for the use of the materials complained of; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner.
- Upon receipt of notification of claimed infringement, we will investigate and take appropriate action, which may include, promptly notifying the alleged infringer and removing or disabling access to the material.

Any individual who has information or materials removed from this Site pursuant to the DMCA, and believes that the materials were removed wrongfully and do not infringe a third party's intellectual property rights, should send a counter-notification to our designated agent containing the following information:

- A physical or electronic signature of the individual whose information or materials was removed;
- Identification of the material and its location before it was removed or disabled;
- A statement under penalty of perjury that the material was removed or disabled as a result of mistake or misidentification;
- The name, address, telephone number and e-mail address of the individual whose materials was removed; and
- A statement that the individual consents to federal court jurisdiction in the district in which it resides, or if overseas, to jurisdiction in any district in which we may be found, and that the individual will accept service of process from the party providing the initial notification.
- Upon receipt of any such counter notification, we shall promptly provide a copy of it to the party providing the initial notification and shall replace, or restore access to, the material in not less than ten (10) days and not more than fourteen (14) days – provided that the party that submitted the initial notification does not first notify our designated agent that it has filed an action seeking a court order to restrain the individual from engaging in the allegedly infringing activity. We advise you to seek the advice of legal counsel before filing any notification or counter notification in accordance with these terms of use. There are substantial penalties for making false claims under the DMCA.

ENTIRE AGREEMENT

These terms of use constitute the entire agreement between you and us with regard to your access to and use of this Site, and supersede all prior and contemporaneous negotiations, statements and agreements, whether written or oral, relating to the subject matter hereof, except that, in the case of any CPS Client, this Agreement does not supersede any Service Agreement. To the extent the provisions of any Service Agreement conflicts with these terms of use, the provisions of the Service Agreement shall control. In the event any provision of these terms of use is judicially determined to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent permitted under applicable law, and the remaining provisions will continue in full force and effect.