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### **1. User Assent to Terms**

You represent that you have read and agree to be bound by the Terms. You further agree: (i) to comply with applicable U.S. federal, state, local, and foreign laws and regulations regarding the transmission of any data obtained from the Site (as defined herein) in accordance with the Terms; (ii) not to use the Site for illegal purposes; and (iii) not to interfere or disrupt networks connected to the Site.

### **2. Disclaimer of Warranties and Liability**

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We make no warranty that:

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2. This Site will be uninterrupted, timely, secure, or free of viruses, errors, omissions, or other harmful components. Balanz Advisors shall have no liability, contingent or otherwise, to you or to third parties, or any responsibility whatsoever, for the failure of any connection or communication service to provide or maintain your access to this Site, or for any interruption or disruption of such access or any erroneous communication between Balanz Advisors and you, regardless of whether the connection or communication service is provided by Balanz Advisors or a third party service provider. Likewise, Balanz Advisors makes no warranty whatsoever to you, express or implied, regarding the security of the Site, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through this service.
3. The results that may be obtained from the use of this Site will be accurate or reliable.
4. The quality of any information or other materials obtained by you through this Site will meet your expectations.
5. Any errors or omissions on this Site will be corrected.
6. The data and materials presented or displayed on this Site are correct, complete, accurate, or reliable.

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## **7. Links to material on other sites**

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## **8. Modifications of the Terms**

From time to time, Balanz Advisors may modify the Terms. Accordingly, please continue to review the Terms whenever accessing or using this Site. Your use of this Site, or any service on this Site, after the posting of modifications to the Terms will constitute your acceptance of the Terms, as modified. If, at any time, you do not wish to accept the Terms, you may not use this Site.

## **9. Severability**

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms and shall not affect the legality, validity and enforceability of any remaining provisions.

## **10. No Assignment**

The provisions of these Terms will inure to the benefit of and be binding upon each of Balanz Advisors and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign these Terms or your rights and obligations under these Terms without the express prior written consent of Balanz Advisors which may be withheld in Balanz Advisors' sole discretion. Balanz Advisors may assign these Terms and its rights and obligations under these Terms without your consent.

## **11. No Waiver**

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under these Terms will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

## **12. Privacy Policy and Form ADV**

Clients and prospective clients are encouraged to read our Privacy Policy and Form ADV, both available through the use of links provided on our Site.

## **13. Governing Law**

These Terms shall be governed and construed in accordance with the laws of the United States of America and the State of Florida, without giving effect to conflicts of law principles thereof. You agree to submit to the personal jurisdiction of the state courts located in Miami-Dade County, Florida with

respect to any legal proceedings arising out of this agreement and waive any objection to the propriety or convenience of venue in such courts.

#### **14. Access Outside the United States**

If you choose to access the Site from outside the United States, you are responsible for compliance with relevant foreign and local laws. Balanz Advisors shall not provide any services to the extent that the provision of such services would violate applicable law or expose Balanz Advisors or its affiliates to any sanction, prohibition or restriction under applicable laws or regulations. By using the Site, you represent and warrant that you are in compliance with relevant local and foreign laws.