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1. **General Use and Restrictions.** The Website and the information contained therein is intended for information purposes only and is provided as a service to DPS clients, investors, and other interested parties. No portion of the Website should be considered a solicitation to buy or an offer to sell a security, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be deemed unlawful under the securities laws of such jurisdiction. The Website is not intended to provide tax, legal, investment or insurance advice. You are solely responsible for determining whether the product and services described on the Website are appropriate for your specific situation. You should consult an attorney or tax professional regarding your legal or tax situation prior to acting based on information obtained from the Website.
2. **Limited License; Restrictions on Use of Website.** Subject to your agreement to abide by these Terms of Use in their entirety, as well as any other rules, procedures, policies, terms and conditions that govern all or a portion of the Website, DPS grants you a limited, revocable, nonexclusive, nontransferable license to view, store, bookmark, download and print the content within the Website for your personal and informational use or as expressly authorized by DPS in writing. You agree not to access or use the Website for any other purpose including, without limitation, any purpose that is prohibited by these Terms of Use or that is otherwise unlawful. You are not authorized to alter, modify, or create derivative works of any such content without first obtaining our express written permission. You further agree not to, without first obtaining our express written permission, (a) use any of our trademarks as metatags on other websites, (b) use the Website in any manner that is illegal or impairs its operation or availability or usage by others, (c) display any part of the Website in frames (or any content thereof via in-line

links), or (d) use or access, or attempt to use or access, any portion of the Website for which registration is required unless you are a Registered User (as defined in Section 3 below).

3. **Restricted Area**. Certain portions of the Website may be accessible only to users that register to use those portions of the Website (“Registered Users”). Unauthorized use of the restricted portions of the Website (“Restricted Area”), including, but not limited to, unauthorized entry, misuse of usernames or passwords or misuse of any information contained in the Restricted Area, is strictly prohibited. You may not attempt to gain unauthorized access to the Restricted Area through hacking, password mining or any other means. If you register to use the Restricted Area, you will be issued a username and password to access the Restricted Area. However, we may terminate your status as a Registered User for any reason (or no reason) with or without notice to you, and you agree not to access the Restricted Area at any time after such termination. Termination of your access to and use of the Website shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to DPS.

You agree to protect your username and password by, among other things, keeping them confidential and not sharing them with any other person except your directors, trustees, employees, representatives, agents, and financial, legal or tax advisors, and others with whom you share investment decisions and who need to know such information. You agree to notify us immediately of any suspicious or unauthorized use of your username, password or account. DPS has no obligation to inquire as to the authority or propriety of any use or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above.

4. **Performance and Suitability**. Any performance data expressed in the Website is an indication of past performance and does not indicate or guarantee future results. DPS advises all users of the Website that there is a possibility of loss on all investments and investor principal is not guaranteed. Additionally, DPS may engage in certain strategies that involve investments that are illiquid and may be subject to heightened risk of loss, as such these investments may not be suitable for many investors.

The fact that DPS has made the data and services provided on this Website available to you constitutes neither a recommendation that you enter into a particular transaction nor a representation that any product described on this Website is suitable or appropriate for you. Many of the products described on this Website involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a disclosure of all risks or complete discussion of the risks which are mentioned. You should neither construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this service the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts, and you may want to

consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.

5. **Intellectual Property**. The Website and its content are protected by applicable copyright, trademark, unfair competition and other laws and may not be used, copied, distributed, imitated or posted, in whole or in part, except as expressly provided herein. Except as otherwise expressly provided in these Terms of Use, all rights in and to the Website and content thereof are expressly reserved by DPS.
6. **Third Party Service Providers**. DPS may elect to use third party service providers, vendors, and licensors to assist in providing you with the web-based account service for the Website (the "Service Providers"). You hereby agree that the terms and conditions herein, including any warranty and liability disclaimers, inure to the benefit of such Service Providers and that such Service Providers are deemed to be third party beneficiaries of these Terms of Use.
7. **Links to External Websites**. We may elect to provide hyperlinks to other websites and Internet resources operated by third parties. We have no control over such websites and resources or their privacy policies. Such hyperlinks are provided for your reference only and their inclusion does not imply any sponsorship, affiliation or endorsement of the material on such websites or with their operators. Material contained in linked websites does not necessarily reflect the views of DPS and we provide no warranty or representation in relation to the accuracy or completeness of such material.
8. **Links to this Website from other Websites**. You shall not display hyperlinks on your websites to any website owned or operated by DPS. Access to any DPS website does not authorize you to use any of DPS names, logos, trademarks or copyrighted material, and you agree not to do so without DPS express written consent.
9. **Monitoring activity on the Website**. DPS may: (a) monitor and record activity on the Website for any reason or for no reason; (b) investigate any complaint or reported violation of our policies; (c) report any activity that we suspect may violate any law or regulation to appropriate regulatory authorities; or (d) suspend or terminate use of the Website, deny access to all or part of the Website or take any other action that we deem appropriate.
10. **Prohibited Uses**. You may not use the Website in a manner that:
 - a. Uses technology or other means not authorized by us to access the Website or our systems;
 - b. Uses or launches any manual or automated device or system, including "robots," "spiders," or "offline readers," to (a) retrieve, index, "scrape," "data mine," access or otherwise gather any Website information or our systems; (b) reproduce or circumvent the navigational structure or presentation of the Website; or (c) otherwise harvest or collect information about users of the Website;
 - c. Reverse engineers, decompiles or disassembles any portion of the Website, except where such restriction is expressly prohibited by applicable law;

- d. Attempts to introduce viruses or any other computer code, files, or programs that interrupts, destroys, or limits the functionality of any computer software, hardware, or telecommunications equipment;
 - e. Attempts to gain unauthorized access to our computer network or user accounts;
 - f. Encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
 - g. Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of us or any other party (including rights of publicity or other proprietary rights);
 - h. Is unlawful, fraudulent, or deceptive;
 - i. Attempts to damage, disable, overburden, or impair our servers or networks;
 - j. Reproduces, modifies, adapts, translates, creates derivative works of, sells, rents, leases, loans, timeshare, distributes or otherwise exploits any portion of (or any use of) the services provided by the Website except as expressly authorized herein, without our express prior written consent;
 - k. Fails to comply with applicable third-party terms; or
 - l. Otherwise violates these Terms of Use.
11. **No Warranties; Limitation of Liability.** The information contained in the Website is provided on an “as is” and “as available” basis. We assume no liability or responsibility for any errors or omissions in respect of the Website. Further, we do not represent or warrant that any aspect of the Website will work properly or will be continuously available at all times. We hereby disclaim any and all warranties and representations, whether express or implied, oral or written, including, without limitation, any and all implied warranties of merchantability, reasonable care, security, quality, timeliness, availability, completeness, reliability, accuracy, and/or fitness for a particular purpose, in each instance in respect of the Website. Furthermore, we expressly disclaim any and all warranties of title and/or non-infringement in respect of the Website. Some jurisdictions do not allow the disclaimer of implied warranties, in which case this provision may not apply to you.

Except where prohibited by law, in no event will DPS be liable for (a) any damages of any nature whatsoever resulting from, or related to, the loss, delay or inability to use the Website, the loss of any content obtained through the Website, or the inaccuracy of any content, or (b) any indirect, consequential, special, incidental or punitive damages whatsoever, including, without limitation, damages for loss of profits arising out of or in any way connected with these Terms of Use or otherwise arising out of the use or performance of the Website, in each of (a) and (b) above whether based in contract, tort, negligence, strict liability or otherwise.

12. **Indemnity.** You agree to indemnify, defend and hold DPS and its officers, agents, partners, shareholders, advisors and employees, harmless from and against any and all claims, demands, losses, and expenses, including penalties, interest, and attorneys’ fees, incurred by us in connection with any claim made by a third party due to or arising out of your use of the Website, including any use by your employees, or your breach of these

Terms of Use, including, but not limited to, your violation or infringement of copyrights, trademarks, or any other proprietary rights.

13. **Force Majeure**. DPS shall not be liable for any failure or delay in its performance under these Terms of Use that is due to any event beyond its reasonable control, including without limitation, fire, explosion, unavailability of utilities, Internet delays and failures, telecommunication failures, unavailability of components, labor difficulties, war, riot, act of God, disease, pandemic, judgment or government instructions.
14. **Entire Agreement**. These Terms of Use including, without limitation, any other terms and conditions that may appear on the Website from time-to-time, contain the full understanding with respect to your use and access of the Website.
15. **Severability**. If any portion of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms of Use shall remain in full force and effect.
16. **Waiver**. The failure of DPS to insist upon or enforce strict performance by you of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. None of our rights or remedies conferred by these Terms of Use is exclusive of any other right or remedy conferred herein or by law or in equity. If we bring any suit against you to enforce these Terms of Use or otherwise in connection with your use and access of the Website, you agree that if we prevail in such suit we shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorney fees.
17. **Assignment**. You may not transfer any rights or obligations you may have to your account or under these Terms of Use without our prior written consent.
18. **Applicable Law**. These Terms of Use, and all matters arising out of or relating to the Website, shall be governed by the laws of the United States and the State of Ohio, without giving effect to the conflict of law provisions thereof. Any suit against us for claims arising out of or relating to the Website or these Terms of Use must be brought in the federal courts sitting in the State of Ohio unless no federal subject matter jurisdiction exists, in which case such suit must be brought in the state courts sitting in the State of Ohio.
19. **Limitation of Actions**. Regardless of any statute or law to the contrary, no claim or cause of action arising out of or related to use of the Website or the Terms of Use may be brought more than one (1) year after such claim or cause of action has arisen.

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Privacy Policy Notice

As our client, you are entitled to know how we protect your nonpublic personal information and how we limit its disclosure. This privacy policy applies to individuals and institutions who are clients of DPS or have been clients in the past. This privacy policy describes our policies and practices for collecting, disclosing, and safeguarding “nonpublic personal information,” which may include financial or other information about you.

Information We Collect

We collect nonpublic personal information about you from the following sources:

Information we receive from you on your client agreements, account opening forms, subscription agreements, or other forms. This information includes, for example, your name, address, email address, social security number and/or other government issued identifiers, professional, educational, or employment-related information transactions, assets and income, and other financial information.

Information We Disclose

We do not disclose your nonpublic personal information to anyone, except as permitted or required by law. This means, most importantly, that we do not sell client information – whether it is your personal information or the fact that you are our client – to anyone.

In certain instances, we may contract with nonaffiliated third parties to perform services for us and, where necessary, disclose your information (described above) to them. In all such cases, we provide the third party with only the information necessary to carry out its assigned responsibilities and only for that purpose. Further, we require these third parties to treat your nonpublic information confidentially.

Finally, we will release your nonpublic information if you direct us to do so, if we are required by law to do so or in other limited circumstances permitted by law – for example, to protect your account from fraud.

What Happens If You Close Your Account

If you decide to close your account(s), we will adhere to the privacy policies and procedures described in this notice.

Who Has Access to Your Personal Information

We restrict access to your nonpublic personal information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your nonpublic personal information.

We Will Keep You Informed

This publication replaces all previous statements of our privacy policy. As required by law, we will notify you annually of our privacy policy. We reserve the right to modify this policy at any time and will keep you informed of changes.

For California Residents

DPS complies with the California Consumer Privacy Act of 2018 (“CCPA”) by providing California residents with the following rights with respect to their personal information:

The right to know what personal information DPS has collected, used, disclosed and sold. To submit a request to know, California residents may call DPS at 877-377-7872, or by sending an email to DPS at info@dpstrategies.net. California residents may also designate an authorized agent to make a request for access on their behalf by sending an email to DPS at info@dpstrategies.net.

You have the right to request that DPS delete any personal information it has collected. To submit a request for deletion, California residents may call DPS at 877-377-7872. California residents may also designate an authorized agent to make a request for deletion on their behalf by sending an email to DPS at info@dpstrategies.net.

When California residents exercise these rights and submit a request, DPS will verify their identity by asking them for their email address, telephone number, and/or information about their account with DPS. DPS will endeavor to honor customers’ requests unless such a request conflicts with certain lawful exemptions under the CCPA. Please note that DPS is only required to honor such requests twice in a twelve (12) month-long period.

Exercise of these rights will have no adverse effect on the price and quality of DPS services.

For the twelve (12) month-long period prior to the date of this privacy policy, DPS has not sold any personal information about its customers; nor does it have any plans to do so in the future.