

Terms and Conditions Governing the Use of the Family Asset Management Website

Overview

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Terms and Conditions of Use

These Terms and Conditions are a binding contract between you and Family Asset. By using or accessing this website, you accept and agree to be bound by these Terms and Conditions. Your use of the website is governed by the version of the Terms and Conditions in effect on the date in which this site is accessed by you. Family Asset may modify these Terms and Conditions at any time and without prior notice. You should review these Terms and Conditions from time to time, as your continued use of this site signifies your acceptance of any changes.

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guarantee that any investment program or account will be profitable or will not incur a loss. Investors should note that security values may fluctuate and that price or value may rise or fall. Accordingly, investors may receive back less than originally invested. Past performance is not necessarily a guide to future performance. Individual client accounts may vary.

Some of the information on this website may contain forward-looking statements. Such statements include, in particular, statements about Family Asset's plans, strategies and prospects for success. You can generally identify forward-looking statements by the use of forward-looking terminology such as "may," "will," "expect," "intend," "anticipate," "estimate," "believe," "continue" or other similar words. You should not rely on any forward-looking statements because the matters they describe are subject to known and unknown risks, uncertainties and other unpredictable factors that are beyond Family Asset's control, which could cause our actual results to differ materially from those projected in any forward-looking statement we make. Actual results may vary from these projections, and the variations may be material.

Means of Access

Certain parts of the Family Asset website are protected by a User ID and Password and require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the Family Asset website, or to any other protected materials or information, through any means not intentionally made available by Family Asset for your specific use. If you have a User ID and Password for access to non-public areas of the Family Asset website, you are solely responsible for all activities that occur in connection with your User ID and Password; therefore, you should take steps to protect the confidentiality of this information. You agree to notify Family Asset immediately if you become aware of any disclosure, loss, theft or unauthorized use of your User ID and Password.

Indemnification

As a condition of your use of the Family Asset website, to the extent permitted by law, you agree to indemnify, defend and hold Family Asset and its third-party providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from or in any way connected to your use of the Family Asset website, or from your violation of these Terms and Conditions.

Limitation of Liability

FAMILY ASSET WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF FAMILY ASSET HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SERVICES AND INFORMATION AVAILABLE FROM ITS WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL

DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE FAMILY ASSET WEBSITE AND ANY THIRD-PARTY CONTENT.

Force Majeure

Family Asset will not be liable for failure or losses caused by conditions and events beyond its control including, without limitation: fire, electrical, mechanical or equipment breakdowns, delays by third-party vendors and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of governmental authority or new governmental restrictions, market fluctuations or acts of God.

Links to Third-Party Websites

This website may contain links to third-party websites. Any links to such third-party websites are provided solely as a convenience to you and not as an endorsement by Family Asset of the content on such third-party web sites, or any affiliation or association with its operators. Family Asset is not responsible for the content of linked third-party sites, including, without limitation, any link contained in a linked site, or any changes or updates to a linked site, and do not make any representations regarding the information, services, products or accuracy of any material contained on such third-party websites.

Changes to the Website

Family Asset may terminate your access to the Family Asset website or discontinue or modify the Family Asset website at any time without prior notice to you. Your continued use of the Family Asset website following any such modification will constitute acknowledgement of your acceptance of said modifications.

Governing Law

Except as otherwise required by law, the Terms and Conditions for this website shall be construed and all obligations hereunder shall be determined in accordance with the laws of the State of South Carolina (without regard to any conflict of laws provisions thereof).

Jurisdiction

You hereby irrevocably consent to the personal jurisdiction of the courts of the State of South Carolina located in the County of Charleston and of the United States District Court for the District of South Carolina Charleston Division (collectively, the "Courts"), in any action to enforce, interpret or construe any provision of these Terms and Conditions, the Family Asset website or of any other agreement or document delivered in connection with these Terms and Conditions, and also hereby irrevocably waive any defense of improper venue or forum non conveniens to any such action brought in either of those Courts. You further irrevocably agree that any action to enforce, interpret or construe any provision of these Terms and Conditions will be brought only in either of those Courts and not in any other court.

PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS Inherent in any investment is the potential for loss as well as the potential for gain.