



WEBSITE TERMS OF USE

The following terms and conditions, together with any documents expressly incorporated by reference (collectively, the "Terms Of Use"), govern your access to and use of the ucapamericas.com website, including its content, functionality and services offered on or through ucapamericas.com (the "Website"). UCAP Securities LLC, a registered broker-dealer, member FINRA/SIPC, and UCAP Asset Management LLC, a registered investment advisor are jointly and severally referred to as "UCAP Americas".

Please read the Terms Of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms Of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms Of Use. If you do not want to agree to these Terms Of Use, you must not access or use the Website. If you do not agree to these Terms, you may not access or use the Website, receive or use the services made available through any or all of the Website.

The Website is offered and available to users who are 18 years of age or older. By using the Website, you represent and warrant that you are of legal age to form a binding contract. If you do not meet this requirement, you must not access or use the Website. If you are using the Website on behalf of any entity, you represent and warrant that you are authorized to accept these Terms Of Use on behalf of that entity and that the entity agrees to be responsible to us if you or the entity violates these Terms Of Use.

These Terms Of Use do not alter in any way the terms or conditions of any other agreement you may have with UCAP Americas.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. It is our policy to post any changes we make to our Terms of Use on this page. If we make material changes to how we treat our users' personal information, we will notify you by describing the material change in the next iteration of these Terms Of Use. The date the Terms of Use were last revised is identified at the bottom of the page.

However, any changes to the dispute resolution provisions set forth in Governing Law And Jurisdiction (below) will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of any revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time/frequently/each time you access this Website so you are aware of any changes, as they are binding on you.

Online Privacy Policy/ No Use Of Cookies

Your privacy is important to us. We do not collect personal information about you through your computer or mobile devices by the use of cookies or similar tracking technologies when you visit or use the Website. The personal information we collect via the Website is limited to the information you share when completing/submitting a contact request via the Website. We use that information to respond to your request(s), for our everyday business purposes, for our marketing purposes, and for compliance with any applicable legal requirements. We may share the personal information we collect from you via the Website with our affiliates for their everyday business purposes and for them to market to you, third party providers who have contracts with us, and with government agencies as required by laws and regulations. As we do not share your information with non-affiliated third parties for their marketing purposes, you cannot opt out of this sharing.

Please refer to our Privacy Policy, which is incorporated here by reference, for further information about how we collect, use, disclose and protect personal information. [\[Privacy Policy\]](#)

Communication Preferences

If you provide us with your name, email or other contact information, you consent to receive electronic communications from us via email. You agree that any notices, agreements, disclosures or other communications that we send to you electronically or by posting to the Website will satisfy any legal communication requirements, including, but not limited to, that these communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. Also, by providing us with your email address, you consent to our our affiliates sending you promotional communications via email, including but not limited to newsletters, surveys and other news and information we or they think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided in the emails.

Use And Ownership Of Website Content

The Website and its entire contents, features, functionality and other materials contained on the Website, including all articles, written content, designs, text, graphics, pictures, information, data, software, video, sound files, other files and the

design, selection and arrangement thereof (collectively, "Content") are the property of UCAP Americas, their licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials
- You may store files that are automatically cached by your web browser for display enhancement purposes
- You may print or download one copy of a reasonable number of pages of the website for your own personal, non-commercial use and not for further reproduction, publication, or distribution
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications
- If we provide social media features with certain content, you may take such actions as are enabled by such features

You must not:

- Modify copies of any materials from this site
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the website other than that set out in this section, please address your request to the Chief Operations Officer.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the website is transferred to you and all rights not expressly granted are reserved by UCAP Americas. Any use of the website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Repeat Infringer Policy; Copyright Complaints

In accordance with the Digital Millennium Copyright Act and other applicable laws, we have adopted a policy of limiting access to the Website by, or terminating the accounts of, users, in appropriate circumstances and in our sole discretion, who infringe the intellectual property rights of others. If you believe that anything on the Website infringes any copyright that you own or control, you may file a notification of such infringement with our designated agent as set forth below:

UCAP Americas
attn: UCAP Securities Chief Compliance Officer
1221 Brickell Ave., Suite 2040, Miami, FL 33131
646-809-3600
compliance@ucapamericas.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. You should also note that if you knowingly make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for any damages, including, without limitation, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

Trademarks

"UCAP Americas", "Union Capital," "Union Capital Group," "UCAP Securities," "UCAP Asset Management," "Union Capital Group USA," the UCAP Americas, Union Capital logo and any other Union Capital names, their logos or slogans, and all related names, logos, product and service names, designs and slogans are trademarks of UCAP Americas or of our alliance partners or affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing any name, trademark, logo or service name of ours without our prior written permission. In addition, the look and feel of the Website, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of UCAP Americas or other network participants of Union Capital Group and may not be copied, imitated or used, in whole or in part, without the owner's prior written permission. All other trademarks, registered trademarks, and company names or logos mentioned on the Website are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by UCAP Americas.

Hyperlinks

These Terms of Use permit you to create a text hyperlink to the Website for noncommercial purposes, provided that such link does not portray UCAP Americas or any services provided by UCAP Americas or any Union Capital Group member in

a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any age-restricted/adult or illegal material or any material that is offensive, harassing or otherwise objectionable. We may revoke this limited right at any time for any reason or for no reason, in our sole discretion.

You may not use any of our logos or other proprietary graphics to link to the Website without our prior written permission. You may not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

You must not:

- Establish a link from any website that is not owned by you
- Cause the website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site to enclose any UCAP Americas or Union Capital Group trademark, logo or other proprietary information, including the images found on the Website, the content of any text or the layout or design of any page, or form contained on a page, on the Website
- Link to any part of the website other than the homepage
- Otherwise take any action with respect to the materials on this website that is inconsistent with any other provision of these Terms of Use

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the provisions of these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

UCAP Americas offers links to other third-party websites that may be of interest to Website visitors. The links provided in the Website are provided solely for your convenience and may assist you in locating other useful information on the Internet. When you click on these links you will leave the Website and will be redirected to another site. These sites are not under the control of UCAP Americas and UCAP Americas is not responsible for the content of linked third-party websites. We are not an agent for these third parties, nor do we endorse or guarantee their products or services. We make no representation or warranty regarding the quality or accuracy of the information contained in the linked sites. We suggest that you always verify the information obtained from linked websites before acting upon this information.

When you leave the Website, you should be aware that our terms and policies no longer govern. Please be aware that the security and privacy policies on third party sites may be different than our policies, so please read third-party privacy and security policies closely.

Your use of any links is at your own risk. You further acknowledge and agree that UCAP Americas shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any goods, services or materials available on or through any third party link, site or resource.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms Of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", or "spam", or any other similar solicitation
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing)
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm UCAP Americas or users of the website or expose them to liability

Additionally, you agree not to:

- Use the website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose including monitoring or copying any of the material on the Website
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent
- Use any device, software, or routine that interferes with the proper working of the Website
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack
- Otherwise attempt to interfere with the proper working of the Website

Geographic Restrictions

The owner of the Website is based in the State of Florida in the United States of America. The Website is provided for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless UCAP Americas and the members of Union Capital Group, and their respective past, present and future employees, officers, directors, contractors, consultants, equityholders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, from and against all claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Website or its content, (b) your posting, sharing or storing the Website or any part of it on third party social media platforms, (c) any feedback you provide, (d) your violation of these Terms Of Use, (e) your violation of the rights of another, and (f) any third party's use or misuse of the Website arising out of or relating to your use of the Website.

We will notify you promptly of any claims which we contend are subject to your indemnification obligation. You agree to cooperate with the indemnified party in defending the Claims. You further agree that the indemnified party shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and UCAP Americas and/or Union Capital Group.

Disclaimers

WE ATTEMPT TO DISPLAY THE SERVICES AND OTHER MATERIALS AND INFORMATION YOU VIEW ON THE SITES AS ACCURATELY AS POSSIBLE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION AND ARE NOT RESPONSIBLE FOR ANY CLAIMS ARISING OR RESULTING FROM YOUR RELIANCE THEREON. IN THE EVENT OF AN ERROR ON OUR SITES, IN ANY PROVISION OF SERVICES OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT SUCH ERROR (INCLUDING CHARGING THE CORRECT FEES) OR TO CANCEL THE PROVISION OF THE AFFECTED SERVICES. THE SITES MAY CONTAIN INFORMATION ABOUT SERVICES THAT ARE NOT AVAILABLE IN ALL INSTANCES.

ALL SERVICES AND THE SITES AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. UCAP AMERICAS AND UNION CAPITAL GROUP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITES, CONTENT AND SERVICES, ANY WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM.

This Website has been developed to provide information about us, our affiliated entities, the members of the Union Capital Group network, and our respective services. Although we attempt to present accurate and complete information, it should be recognized that information may from time to time be incomplete or out of date. This is also true of the contents of any reports or financial information; that information is accurate to the best of our knowledge as of the release date.

Investing in securities involves risk of loss that clients should be prepared to bear. Investment products are not FDIC insured, are not bank guaranteed, and may lose value. The material on the Website is for general information only. Neither the information nor any views expressed constitutes an offer or an invitation to make an offer, to buy or sell any securities or other investment or any options, futures or derivatives related to such securities or investments. It is not intended to provide personal investment advice and it does not take into account the specific investment objectives, financial situation and the particular needs of any specific person who may receive this material. Investors should seek financial advice regarding the appropriateness of investing in any securities, other investment or investment strategies discussed in this report and should understand that statements regarding future prospects may not be realized. Investors should note that income from securities or other investments, if any, may fluctuate and that price or value of such securities and investments may rise or fall. Accordingly, investors may receive back less than originally invested. Past performance is not necessarily a guide to future performance. Any information relating to the tax status of financial instruments discussed herein is not intended to provide tax advice or to be used by anyone to provide tax advice. Investors are urged to seek tax advice based on their

particular circumstances from an independent tax professional. UCAP Americas and their representatives do not provide legal, tax or accounting advice.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

We reserve the right to change any and all Content and to modify, suspend or stop providing access to the Sites (or any features or functionality of the Sites) and the Services at any time without notice and without obligation or liability to you. Reference to any services, processes or other information by trade name, trademark, provider or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. We may

update the content on this website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the website may be out of date at any given time and we are under no obligation to update such material.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

Limitation Of Liability

IN NO EVENT SHALL UCAP AMERICAS, ITS AFFILIATES, OR MEMBERS OF THE UNION CAPITAL GROUP NETWORK, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, DAMAGES FOR BUSINESS INTERRUPTION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF GOODWILL) ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products and services, so this limitation may not apply to your claim.

Modifications To The Sites And Services

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Website (or any of its features or parts) at any time and without liability to you.

Limitation On Time To File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Governing Law And Venue

These Terms Of Use and your access to and use of the Website shall be governed by and construed and enforced in accordance with the laws of the State of Florida, United States, without regard to conflict of law rules or principles (whether of the State of Florida or any other jurisdiction) that would cause the application of the

laws of any other jurisdiction. The exclusive venue for the resolution of any dispute between the parties, shall be United States District Court for the Southern District of Florida or, only if there is no federal subject matter jurisdiction, in the state courts of the State of Florida, sitting in Miami-Dade County, provided that we may seek injunctive or other equitable relief to protect rights or intellectual property in any court of competent jurisdiction. We each agree to waive all right to a jury trial in connection with any matters covered by these Terms Of Use.

Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Website at any time and for any or no reason. You acknowledge and agree that, to the fullest extent permitted by applicable law, we shall have no liability or obligation to you in that event.

Severability

If any term, clause or provision of these Terms Of Use is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms Of Use.

Waiver

No waiver by us of any provision of these Terms Of Use will constitute a waiver of that or any other provision in any prior, concurrent or subsequent circumstance, and our failure to assert any right or provision under these Terms Of Use shall not constitute a waiver of such right or provision.

Entire Agreement

The Terms Of Use constitute the sole and entire agreement between you and UCAP Americas with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

Feedback

The Website is operated jointly by UCAP Securities LLC and UCAP Asset Management LLC. You may submit feedback, questions, comments, requests for technical support, and other communications relating to the Website (collectively, "Feedback") via the contact feature on the Website. Feedback is nonconfidential and shall become the sole property of UCAP Americas, without any compensation or obligation to you.