

Terms of Use

Newport Group Terms of Use

These Terms of Use (“Terms”) apply to your use of this website (“Site”) and to the information, content, tools, products, services and other materials contained on this Site. By using this Site, you agree to abide by the Terms and any changes to the Terms that may from time to time be posted on the Site. If you do not agree to these Terms, you should not access or use the Site. If you fail to comply with any of the Terms, your access to the Site may be immediately terminated.

General Use Restrictions

All of the information and content on the Site, including, without limitation, all software, functions, graphics, artwork, trademarks, service marks, logos, trade dress and any other rights and materials (collectively referred to as the “Materials”) are the exclusive property of and copyrighted work of Newport Group, Inc. and its affiliates (collectively, “Newport Group”) and their third party providers and are protected by intellectual property rights of the United States and other jurisdictions. Except as stated in these Terms, none of the Materials may be copied, downloaded, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying or recording, without the prior express written permission of Newport Group. No part of this Site may be reproduced or transmitted in any way, or by any means, without the prior written consent of Newport Group. By accessing and using this Site, you agree not to engage in any conduct that could damage, disable, overburden or gain unauthorized access to the Site, any Materials, systems, networks or accounts related to the Site or otherwise circumvent any access-limiting, user authentication or security device thereof.

Access to certain portions of the Site may require registration and/or the issuance of user authentication credentials, including passwords and other security features. By accessing these portions of the Site, you agree:

- ▶ To comply with all user enrollment and authorization procedures that we may require from time to time.
- ▶ To provide such information as we may request and to update such information as necessary to maintain its completeness and accuracy.
- ▶ That you will be responsible for all instructions, information, data, content, text, photographs, graphics, images, documents and other materials entered through and under your user authentication credentials and neither Newport Group nor its providers will have any liability therefor.
- ▶ To maintain the confidentiality of all user authentication credentials and to immediately notify Newport Group of any loss, theft or unauthorized use of such credentials and/or any suspicious or unauthorized activity associated with such credentials.
- ▶ To promptly notify Newport Group of any errors or omissions in the data or information associated with your user authentication credentials.

By accessing this Site, you consent to the transaction of business and the transmission of information, including personal financial information, by email or other electronic means in connection with the services provided at the Site.

Materials

The Materials are provided for informational and noncommercial purposes only. The Materials may include information related to investment approaches, investment performance and the purchase or sale of investment products, such as

mutual funds. You are responsible for evaluating the risks and determining the appropriateness of any such investment product before making any decisions regarding such investment product. Neither Newport Group nor its providers will have any liability for any damages arising from any decision you make using the Materials made available on the Site. By providing Materials related to investment approaches, investment performance and investment products, neither Newport Group nor its providers is recommending, endorsing or promoting the purchase or sale of any investment product.

Third-Party Content

The Site may contain Materials provided by third parties and links to other websites operated by third parties. The Materials and links are provided for your convenience and Newport Group does not guarantee the accuracy, completeness, comprehensiveness or currency of any Materials or links. The inclusion of Materials or links to other websites does not imply affiliation, endorsement or adoption by Newport Group thereof or the contents therein. Your use of any third-party Materials and access to any other websites linked to this Site is at your own risk; Newport Group will not be liable for any damages arising from the use thereof.

Mobile Applications

Newport Group may from time to time make available mobile applications ("Apps") to provide user access using wireless and mobile devices. These Terms apply to your access to and use of Apps in the same manner and on the same terms as they apply to your access to and use of the Site.

Operation of Site

This Site is owned and operated in the United States. If you access and use the Site from outside of the United States, you are responsible for compliance with all laws and regulations relating to such access and use, including those of the jurisdiction from which you access this Site. In addition, you agree to comply with all applicable laws, rules, codes, and regulations regarding the transmission of technical data exported from the United States.

No Professional Advice; No Fiduciary Status

This Site and the Materials are intended to provide general information only and are not intended to constitute and should not be considered as legal, investment, accounting or other professional advice. If legal, investment, accounting or other professional advice or assistance is needed, the services of competent, independent legal counsel, investment advisor, accountant or other professional should be sought. You acknowledge and agree that, except as may otherwise be the subject of a separate agreement or as required by applicable law, by making the Site and its functionalities available to you, Newport Group is not acting as a "fiduciary," within the meaning of the Employee Retirement Income Security Act of 1974, as amended.

DISCLAIMER OF WARRANTIES

NEWPORT GROUP DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND ABOUT THE SITE OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SITE AND MATERIALS ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE," AND NEWPORT GROUP DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED. NEWPORT GROUP DOES NOT WARRANT THAT THE SITE OR THE MATERIALS WILL MEET YOUR NEEDS, OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

LIMITATION OF LIABILITY

DOWNLOADING OR OTHERWISE OBTAINING MATERIALS THROUGH THIS SITE ARE DONE AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND EQUIPMENT, OR LOSS OF DATA, THAT MAY RESULT FROM OBTAINING SUCH MATERIALS FROM THIS SITE.

IN NO EVENT WILL NEWPORT GROUP OR ITS PROVIDERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, TRADING LOSSES, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE OR THE MATERIALS. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT,

NEGLIGENCE OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT NEWPORT GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEWPORT GROUP WILL NOT HAVE ANY LIABILITY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH NEWPORT GROUP DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACTS OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR A GOVERNMENT ACTION. THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT FULLY APPLY IN CERTAIN STATES AND IN CERTAIN CIRCUMSTANCES BY REASON OF APPLICABLE LAWS, AND WHERE THIS IS THE CASE THE LIABILITY OF NEWPORT GROUP AND ITS PROVIDERS SHALL BE LIMITED TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAWS.

Indemnity

You agree to indemnify, defend and hold harmless Newport Group and its affiliates, and each of their respective officers, directors, representatives and employees, from and against any and all claims arising out of a violation by you of these Terms.

Severability

If any provision of these Terms is determined to be unlawful, invalid or unenforceable, the remainder of the Terms shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

Governing Law and Venue

These Terms shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. You agree that any claim, dispute, controversy or other matter arising out of your use or access to this Site shall be subject to the exclusive jurisdiction of the federal and state courts located in San Francisco County, California and you consent and submit to the personal jurisdiction of those courts for purposes of litigating any such matter.

Modifications and Changes

Newport Group may periodically modify these Terms, and any modifications will be effective upon posting. Newport Group reserves the right to change, modify, suspend, temporarily or permanently discontinue, and restrict the use and availability of the Site (or any portion thereof), including any and all content contained on the Site, at any time without notice or liability.

Revised March 2019

© Newport Group, Inc. 2015–2019. All rights reserved.

20190405-804191-2443618