



www.SymmetryPartners.com | 628 Hebron Ave., Bldg 2 | Glastonbury, CT 06033 | 860.734.2000

### **Symmetry Services Agreement**

THIS IS A LEGAL AGREEMENT BETWEEN YOU (sometimes referred to as “advisor” or “representative”) AND SYMMETRY PARTNERS LLC (“we”, “our”, “us,” as the case may be). This Symmetry Services Agreement (this “Agreement”) governs your use of Symmetry’s Services (as defined below). Please print a copy of this Agreement for your records.

BY COMPLETING THE ADVISOR REGISTRATION TO USE THE ADVISOR PORTION OF OUR WEBSITE [www.symmetrypartners.com /Symmetry e-Advisor®](http://www.symmetrypartners.com/Symmetry e-Advisor®) (our “Site”), YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IN ADDITION, BY USING THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.

If you do not agree to the terms and conditions of this Agreement, do not register to be an advisor. If you do not agree to these terms and conditions, you will not be able to use the Services. This Agreement applies to all information, services, and content available through the Site.

Our Site was designed to help registered representatives with information, services and content regarding the investment services and strategies provided by our Firm, and to make information, services and content available through the Site. The Site is available only to registered representatives (also referred to as 'you') who agree to the terms and conditions in this Agreement.

If you agree with the terms and conditions of this Agreement, register to be an advisor by completing the advisor registration form and selecting “LOGIN” to acknowledge your consent and intention to be bound by this Agreement.

By selecting “LOGIN” to complete the registration process, by obtaining an email from us with a unique user identifier and password, and/or using the password protected portions of the Site, you (i) represent and warrant that you have the authority to enter into this Agreement and create a binding contractual obligation with us, (ii) acknowledge you agree and accept this Agreement and intend this Agreement to be the legal equivalent of a ink signed, written contract, and equally binding, and (iii) represent and warrant that you will use the Site only in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in this Agreement.

If you do not agree with the terms and conditions in this Agreement, do not register, or select LOGIN or enter the Site and promptly return to us all materials in your possession that are associated with the Site.

#### 1. Services and License

We will provide you with certain Web-based services (the 'Services'), subject to the terms and conditions of this Agreement; we grant you a limited, nontransferable, nonexclusive license to access and use of the Services so long as you are a registered advisor.

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## 2. Third Party Service Providers

We use third party service providers, vendors, and licensors to assist in providing the Services (each, a 'Third Party Service Provider'). You hereby consent and authorize us to delegate the authorizations you provide to us to our Third Party Service Provider(s) as we deem necessary or desirable to provide the Services to you.

## 3. Use of Proprietary Information

During the term of this Agreement and in the course of the your performance hereunder, you may receive, develop or otherwise be exposed to our proprietary, nonpublic information relating to our business, including, without limitation, all tangible, intangible, visual, electronic, present, or future information such as (1) business information including, without limitation, products, operations, planning, marketing interests and strategies, and information relating to services, procedures and programs developed by us; (2) technical information, including, without limitation, research, development, procedures, algorithms, data, designs, and know-how; (3) financial information, including, without limitation, pricing information relating to services and programs; (4) account information and client records; and (5) all other concepts or ideas in or reasonably related to our business that have not been previously publicly released and which give us a competitive advantage in the relevant industry (collectively referred to as the "Confidential Information"). Such Confidential Information may or may not contain legends or other written notice that it is of a confidential and proprietary nature.

You acknowledge the proprietary and sensitive nature of our Confidential Information, and agree that the Confidential Information is the sole, exclusive and valuable property of Symmetry Partners. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information and content in any manner without our express written consent or any other person with the authority to give such consent. You agree that you will not use the information and content for any unlawful purpose. You further agree to comply with all our reasonable written requests intended to protect the information and content and our respective rights.

You acknowledge that Symmetry®, GlobalCore®, Power of Passive® and Symmetry e-Advisor® together with our other marks are trademarks and service marks owned by Symmetry Partners (the "Symmetry Partners' Marks"). You agree to always use Symmetry Partners' Marks as trademarks or service marks and not descriptively, and to do nothing in derogation or dilution thereof, either during the term of this Agreement or at any time thereafter. You may not use or reproduce Symmetry Partners' Marks on any advertising and marketing materials, documents, websites or any other media, other than the materials received from Symmetry Partners or approved by Symmetry Partners prior to use thereof. In the event that you become aware of any infringement of Symmetry Partners' Marks, you shall immediately notify Symmetry Partners of such infringement.

## 4. Access, Passwords, and Security

You are responsible for the confidentiality and use of your unique USER ID names(s) and password(s). By using the Services, you agree to take all steps necessary to safeguard your USER ID names and passwords and prevent unauthorized access to our Site and our Services. You agree not to hold us liable for any damages of any kind resulting from your failure to safeguard your USER ID name(s) or password(s), and/or decision to disclose them to any third party, including persons who are or claim to be acting as your agent or proxy. You will be responsible for all activities through and under your USER ID names(s) or password(s), and any instructions (to the extent applicable) received by us will be deemed to have been received from you. You agree immediately to notify us if you become aware of:

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any loss or theft of your USER ID names(s) or password(s); or any unauthorized use of any of your USER ID names(s) or password(s), or of the Services or any information.

#### 5. No Warranty of Financial Information and Liability

Our Services make available certain financial market data, content, or other financial information (collectively 'Information') that has been independently obtained by various financial information providers. We believe the information to be reliable but do not guarantee or certify the accuracy, completeness, timeliness or correct sequencing of the Information made available through us. You agree that we shall not be liable in any way for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or action taken by you relying upon the Information.

You understand that there are risks inherent in all financial decisions and transactions and that there is no guarantee that investment objective will be achieved. You agree that we will not be liable for any loss incurred, except to the extent and only to the extent such loss directly and solely results from our gross negligence or malfeasance.

#### 6. Disclaimer of Warranty

The Services are provided 'as is' and 'as-available,' and without warranty of any kind. We disclaim all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, quality of information, and title/non-infringement. Use of the Services is at your sole risk and we do not warrant that the Services will meet your requirements, or that the Services are compatible with any particular hardware or software platform, or that the operation of the Services will be uninterrupted or error-free. No oral or written information or advice given by our authorized representatives or us shall create a warranty or in any way increase the scope of our obligations hereunder.

The Services may be used to access and transfer information over the Internet. You acknowledge and agree that we do not operate or control the internet and that: (i) viruses, worms, trojan horses, or other undesirable data or software; or (ii) unauthorized users (e.g., hackers) may attempt to obtain access to and damage your data, websites, computers, or networks. We shall not be responsible for such activities.

#### 7. No Liability for Events Outside of Entities' Direct Control

We and any other person involved in transmitting information or providing Services are not liable for any loss that results from a cause over which that entity cannot reasonably control including without limitation, (1) the failure of electronic or mechanical equipment or communication lines; (2) telephone or other interconnect problems; (3) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (4) the failure or unavailability of Internet access; (5) problems with Internet service providers or other equipment or services relating to your computer or network; (6) problems with intermediate computer or communications networks or facilities; (7) problems with data transmission facilities or your telephone, cable or wireless service; or (8) unauthorized access, theft, operator errors, severe weather, earthquakes, other natural disasters or labor disputes. We are also not responsible for any damage to your computer, software, modem, telephone, wireless device or other property resulting in any way from your use of the Services.

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#### 8. Our Ability to Terminate Services and this Agreement

We reserve the right to terminate your access to and use of the Services, your registration, your unique USER ID name(s) and password(s) or any portion of them without notice and without limitation. We may terminate your access for no cause, and/or for reasons including, but not limited to, the unauthorized use of your unique USER ID name(s) or password(s) or breach of this Agreement.

#### 9. Prohibited Uses

In using the Services or the Site, you shall at all times comply with our requirements regarding prohibited uses of the Site or Services set forth below, as may be revised by us from time-to-time. From time to time, we will provide you with electronic notice, either by e-mail or Web posting on the Site, of the revision or update of prohibited uses. Your continued use of the Services and the Site after such posting or notice shall constitute your acceptance of the revision or update. Prohibited uses of the Site and/or the Services include the following:

- (a) posting or transmitting unlawful materials, e-mail or information;
- (b) posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- (c) posting or transmitting defamatory, libelous, slanderous or scandalous materials, e-mail or information;
- (d) posting or transmitting obscene, pornographic, profane or otherwise objectionable information of any kind;
- (e) posting or transmitting materials, e-mail or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others;
- (f) posting or transmitting materials constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation, the U.S. export control laws and regulations;
- (g) posting or transmitting materials that would give rise to liability under the Computer Fraud and Abuse Act;
- (h) attempting to 'hack' root or user logins on another system, machine, or network;
- (i) using the Services in such a way as to impair or otherwise interfere with another User's use of the services;
- (j) including any inappropriate third party advertising; and
- (k) using the Services to commit fraud or engage in other misleading or deceptive activities.

Using the Site or our Services for any of these prohibited uses may result in civil or criminal liability, and we may, in addition to any other remedy that we may have at law or in equity, terminate access to and permission for use of the Services and/or the Site or immediately remove the offending material. In addition, we may investigate incidents where we believe there are been prohibited uses of Site or the



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Services and cooperate with law enforcement organizations, and provide requested information to third parties and law enforcement who have provided notice to us stating or claiming that they have been harmed by use.

## 10. General

10.1 Force Majeure. Other than the failure to pay money, neither party shall be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

10.2 Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. This Agreement may be amended only by (i) a written agreement signed by both parties or (ii) by our posting an amendment on the Site and your continued use of the Services and the Site after posting.

10.3 Governing Law. This Agreement shall be construed according to, and the law of the State of Connecticut shall govern the rights of the parties, without reference to its conflict of laws rules.

10.4 Relationship of the Parties. The parties agree that we shall each perform our duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by us who perform duties related to this Agreement shall remain under our supervision, management, and control.

10.5 Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

10.6 Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

10.7 Survival. Obligations under this Agreement shall survive the termination of the engagement regardless of the manner of such termination.

10.8 Indemnification. You agree to defend, indemnify and hold us harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

10.9 Notice. All notices to you will be sent to the e-mail and/or physical address on file from your registration. All notice to us will be sent to our office address including on this Site. All notices shall be deemed sent (i) if sent by email, to the email address on file in your

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registration and (ii) if sent to your physical address, one business day after such notice is given to a nationally recognized express mail carrier for overnight delivery. It is your responsibility to keep your registration information updated and current.

10.10 Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third party or parties, without notice to you.

10.11 With regard to the Services provided to you under this Agreement, in no event will we or our officers, directors, employees, agents or contractors be liable to you for any for any direct, indirect, incidental, special, consequential or exemplary damages, either in tort or contract or based on a warranty or other legal theory, even if we have been advised of the possibility of such loss, injury, penalty or damages, including but not limited to: damages for lost profits, injury, goodwill, use, data, material or other intangible losses resulting from use of the Services; the use or the inability to use the Service; the cost of procurement of substitute services resulting from any data information or services used from the Service; unauthorized access to your transmission and/or material; unauthorized alteration of your material; statements or conduct of the third party service providers; any other matter relating to the Service; the timeliness, deletion, mis-delivery or failure to store any of your material or communications; unauthorized alteration of your material; and/or conduct of the third party service providers.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you to the extent not allowed.

11. Arbitration. You hereby agree to settle any controversy between us exclusively by arbitration conducted by, and according to the arbitration rules then in effect of, the American Arbitration Association or Judicial Arbitration and Mediation Services (JAMS).

Arbitration shall be initiated by filing a statement of claim with one of the organizations specified above. Any award the arbitrator makes will be final, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal law, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (a) the class certification is denied;
- (b) the class is decertified; or
- (c) the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

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You should know the following with respect to arbitration agreements:

- (a) Arbitration is final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
- (d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.