

Please read these terms and conditions carefully. By accessing this website and any pages hereof, you are indicating that you have read, acknowledge and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not access this website. Aspen Wealth Management (“Company”) Company reserves the right to change these Terms of Use which you are responsible for regularly reviewing and your continued use of this website constitutes an agreement to all such changes. As used herein, Company means Aspen Wealth Management and its affiliates.

### **General Information**

This website is comprised of various web pages operated by Company (collectively, the "website"). Certain sections of or pages on this website may contain separate terms and conditions, which are in addition to these Terms of Use. You should read those additional terms and conditions carefully. By accessing such sections or pages, you agree to be bound by those additional terms and conditions. In the event of a conflict, those additional terms and conditions will govern your use of those sections or pages.

Unauthorized use of Company’s website and systems, including, but not limited to, unauthorized entry into Company’s systems, misuse of passwords, or misuse of any other information, is strictly prohibited. You may not use this website in any manner that could damage, disable, overburden, or impair any Company site or service or interfere with any other party’s use and enjoyment of any Company site or service. You may not attempt to gain unauthorized access to any Company site or service, computer systems, or networks connected to any Company site or service, through hacking, password mining, or any other means. You agree that you will not engage in any activities related to this website that are contrary to applicable laws or regulations.

Company reserves the right, in its sole discretion, without any obligation, and without any notice requirement, to change, improve or correct the information, materials, and descriptions on this website and to suspend and/or deny access to this website for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and materials on this website may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and Company does not undertake any obligation or responsibility to update or amend any such information. Company may

discontinue or change any product or service described in or offered on this website at any time.

### **Disclaimer of Warranty and Limitation of Liability**

The information, products, and services on this website are provided on an "AS IS," "WHERE IS" and "WHERE AVAILABLE" basis. Company does not warrant the information or services provided herein or your use of this website generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Company will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via this website. Although the information provided to you on this website is obtained or compiled from sources we believe to be reliable, Company cannot and does not guarantee the accuracy, validity, timeliness, or completeness of any information or data made available to you for any particular purpose. Neither Company, nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this web site, or resulting from the act or omission of any other party involved in making this web site, the data contained herein or the products or services offered on this web site available to you, or from any other cause relating to your access to, inability to access, or use of the web site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of Company or of any vendor providing software or services. In no event will Company or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential, or incidental damages or any other damages of any kind even if Company or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. Company cannot and does not guarantee continuous, uninterrupted, or secure access to the website.

## **Proprietary Rights**

All right, title, and interest in this website and any content contained herein is the exclusive property of Company, except as otherwise stated. Unless otherwise specified, this website is for your personal and non-commercial use only and you may print, copy and download any information or portion of this website for your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes in whole or in part any information, software, products or services obtained from this web site, except for the purposes expressly provided herein, without Company's prior written approval. If you copy or download any information or software from this website, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such information.

Company, the Company logo, and other Company trademarks and service marks referenced herein are trademarks and service marks of Company. The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of Company or such third party, which may own the marks.

Company designates the following agent to receive notifications of claimed infringement: John Stephens at [john@aspenswealthmgmt.com](mailto:john@aspenswealthmgmt.com).

## **Use of Links**

This website may contain links to third-party websites. These links are provided only as a convenience. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by Company of any information contained in any third-party website. In no event shall Company be responsible for the information contained on that site or your use of or inability to use such site. You should also be aware that the terms and conditions of such site and the

site's privacy policy may be different from those applicable to your use of this website.

### **Securities Products**

None of the information contained in this website constitutes a recommendation, solicitation, or offer by Company or its affiliates to buy or sell any securities, futures, options, or other financial instruments or provide any investment advice or service. The information contained in this website has been prepared without reference to any particular user's investment requirements or financial situation. Certain transactions give rise to substantial risk and are not suitable for all investors. Prior to the execution of any transaction by you involving information you received from this website, you should consult your business advisor, attorney, and tax and accounting advisors with respect to the price, suitability, value, risk, or other aspects of any stock, mutual fund, security or other investment. Pricing and other information generated through the use of data or services made available herein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. The information and services provided on this website are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules, or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where Company is not authorized to provide such information or services. Some products and services described in this website may not be available in all jurisdictions or to all clients.

### **Privacy & Cookies**

Company may process personal data as part of and/or in connection with your access and/or use of this website. This includes using cookies and similar technology to collect information about your use of our website and your preferences.

To find out more information about how Company processes personal data please see our [Privacy Policy](#).

By accessing or using this web site you consent to Company processing personal data and using cookies as further detailed in our Privacy Policy. You acknowledge and agree that if you choose to reject our cookies, some or all parts of the web site may not function properly or may not be accessible.

### **Choice of Law**

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms of Use shall be in an appropriate state or federal court located in the Fort Worth, Texas area and the parties unconditionally waive their respective rights to a jury trial. Any cause of action you may have with respect to your use of this web site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect. These Terms of Use constitute the entire agreement between Company and you with respect to this site and it supersedes all prior or contemporaneous communications, agreements and understandings between Company and you with respect to the subject matter hereof.

### **Accessibility Policy**

To report website accessibility problems or request accessible services and information, please reach out to John Stephens at 817.717.9675 or [john@aspenwealthmgmt.com](mailto:john@aspenwealthmgmt.com)