By visiting or using any Web site, portal, or extranet of New Frontier Advisors LLC or its affiliates (collectively, "New Frontier" "we," and "our") or the services provided on any New Frontier Web site, the user ("User," "you" and "your") agrees to these Terms of Use.

Your access and use of the Website, including but without limitation, creation of an account, transmittal of information, use of the video chat and email features, regardless of how you access or use them, (collectively, the "Services") are governed by these terms of use and New Frontier's Privacy Policy (together, the "Terms of Use").

If you do not agree to these Terms of Use, do not use the Services. By accessing or using the Services, creating an account, transmitting information or documents to New Frontier, communicating with New Frontier through the email links on the Website, or otherwise engaging with the Website and the Services, you are agreeing to these Terms of Use and you acknowledge that you have read, accepted, and agreed to be bound by these Terms of Use. You also agree and consent to New Frontier sending you disclosures, messages, notices, and other communications to your designated email account or through a client portal and to New Frontier contacting you through telephone and video calling services.

New Frontier Advisory LLC is an independent investment advisor registered with the United States Securities and Exchange Commission ("SEC") as required by current regulations. Our disclosure statements, including the Form ADV Part 2a, Part 2b, and Part 2 (Form CRS), are available <u>HERE</u> or through the IARD website through the Investment Advisor Search page at www.adviserinfo.sec.gov.

New Frontier does not provide personalized investment advice through the Web site and it is limited to providing you with general information on our advisory services for United States residents residing in states where providing such information is not prohibited by law. The publication of the Web sites on the Internet should not be construed by any consumer and/or prospective client as a solicitation to effect, or attempt to effect or recommend transactions in securities, or to render personalized investment advice over the Internet.

The information resulting from the use of tools, charts, graphs or other information on the Web sites should not be construed, in any manner whatsoever, as the receipt of, or a substitute for, personalized individual advice from New Frontier. Past performance is not an indication of future returns. There can be no assurance that the investment objectives of any trading program offered by New Frontier will be met. An investment in any such trading program is speculative and involves a substantial risk of loss. ACCESS TO THE WEB SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR RESULTS OBTAINED FROM ANY INFORMATION POSTED ON THE WEBSITES OR ANY THIRD-PARTY WEBSITE LINKED TO THE WEBSITES.

#### WEB SITE TERMS OF USE

Security. The User acknowledges that electronic communications, databases, and Web sites are subject to errors, malfunctions, tampering, and break-ins, or that use thereof may result in damage to the User's systems or operations. While New Frontier will implement reasonable precautions to attempt to prevent such occurrences, the User further acknowledges that New Frontier does not guarantee such events will not take place and that New Frontier will not be held liable for any such occurrences. The User shall be solely responsible for ensuring that any information or content downloaded from any New Frontier Web site or any other Web site accessed from any New Frontier Web site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair, or otherwise damage its systems, software, or data, and the User shall indemnify, defend, and hold New Frontier harmless from any liability, claim, cost, or damage arising out of any third-party claim or suit caused by such virus or code or subroutine.

<u>Web Site Use</u>. This Web site and the material on this Web site may not be modified, copied, distributed, republished, downloaded, uploaded, or commercially exploited in any manner without the prior written consent of New Frontier, except that Users are permitted to download a copy of any of the materials on this Web site on a single computer for personal noncommercial use, provided no copyright, trademark, or other proprietary notices are removed. No intellectual property or other rights in or to this Web site or its contents are transferred to Users. The information on this Web site is provided solely for illustrative purposes and does not create any business, contractual, or employment relationship between you and New Frontier.

Prohibited Uses. The User agrees not to:

- Use the Web site or its contents for any purpose that is unlawful or prohibited by these Terms of Use or current regulation.
- Bypass or circumvent measures we may use to prevent, interfere, or limit access to the Web site or any New Frontier network.
- Use the Web site to send altered, deceptive, or false sourceidentifying information.
- Use the Web site to intercept, collect, or store personal information about other users.
- Spam other users or take other actions that may affect the operation or enjoyment of the Web site by other users.

- Access, monitor, or copy any content or information on the Web site using any robot, spider, scraper, or other automated means or any manual process.
- Decompile, disassemble, or reverse engineer any of the software or content used in any part of the Web site or any New Frontier network.
- Send a virus or use any malicious programs or techniques in connection with the Web site.
- Overload or crash the Web site or any New Frontier server or network.
- Engage in an excessively high volume of data transfers or bandwidth use, including without limitation by hosting a Web server, Internet relay chat server, or any other server via any use of the Web site.

Submissions. The Web site may have features that let you submit content or communicate with New Frontier, other users, and the general public, such as sending email; posting comments, reviews, or ratings; participating in chats or forums; and uploading files. Any questions, comments, suggestions, ideas, plans, notes, drawings, images, photographs, pictures, information, and other materials you submit via the Web site are referred to here as "Submissions." You agree to post, upload, or submit only those Submissions that are appropriate and related to the purpose of the Web site. You represent that you own or control all the rights necessary to grant the licenses and sublicenses to your Submission as described in these Terms of Use. By posting Submissions that contain images, photographs or pictures or that may otherwise be graphical in whole or in part ("Images"), you represent that each person depicted in any Image, if any, has provided consent to the distribution, public display, and reproduction of any Image. You are fully responsible for any damage or harm resulting from your Submissions, and New Frontier assumes no liability for Submissions posted or submitted by you or other users. You must not post, upload, submit or request:

- Any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that is otherwise objectionable to New Frontier in its sole discretion
- Any commercial material or content (including, for example, funding solicitations, advertising, or marketing any goods or services)
- Any information you are prohibited from transmitting by contract or confidential relationship
- Any material that exploits or harms minors (any person under the age of 18), intentionally or unintentionally, including by exposing minors to content that is inappropriate, providing minors' personally identifiable information, or seeking to obtain personally identifiable information from minors
- Any material that could harm the business, reputation, employees, subscribers, or facilities of New Frontier or any person at New Frontier
- Any material that infringes, misuses, or violates any copyright, trademark, patent right, trade secret, or other proprietary right of anyone, including rights of publicity and privacy
- Content for which you were compensated or granted any consideration by any third party

- Content that references other Web sites, addresses, email addresses, contact information, or phone numbers
- Content that contains computer viruses, worms, or other potentially damaging computer programs or files

<u>Rights in Submissions</u>. For any Submission you post, upload, or submit via the Web site, you grant New Frontier a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to (i) use, reproduce, modify, adapt, publish, translate, transmit, create derivative works from, distribute, disclose, and publicly display and perform your Submission for commercial purposes throughout the world in any media now known or hereafter developed and (ii) publish the name you submit in connection with your Submission, in our sole discretion.

You agree that you have no recourse against New Frontier for anyone's infringement, misuse, or violation of any right you may have in your Submissions, and you irrevocably waive any "moral rights" in your Submissions. You also irrevocably agree that New Frontier can pursue claims against anyone who violates our rights in the Submissions. You also acknowledge that New Frontier assumes no responsibility for the deletion of or failure to store or otherwise provide access to Submissions submitted by you or others. No compensation will be paid with respect to the use of your Submission as provided in these Terms of Use. By submitting your email address in connection with your Submission, you agree that New Frontier and its third-party service providers may use your email address to contact you about the status of your review and other administrative purposes.

Forums, Third-Party Sites, and Content. Posters to and hosts of forums on the Web site (e.g., blogs), even if New Frontier employees, are not authorized New Frontier spokespersons, and their views do not necessarily reflect those of New Frontier. Content, data, services, and products of parties other than New Frontier may be displayed or made available through the Web site. You acknowledge that New Frontier is not a publisher of, does not control or endorse, and is not responsible or liable for, any such third-party content.

The Web site may contain links to Web sites operated by parties other than New Frontier. You acknowledge that New Frontier does not control those Web sites and is not responsible for their content, their privacy practices, or any other policies provided on those Web sites.

New Frontier does not regularly review materials on Web sites linked to this Web site and does not necessarily endorse the materials appearing on any linked Web sites.

WARRANTY DISCLAIMERS. THE MATERIAL ON THIS WEB SITE IS PROVIDED "AS IS" AND IS WITHOUT WARRANTY OF ANY KIND. NEW FRONTIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS WEB SITE AND THE MATERIAL ON THIS WEB SITE. NEW FRONTIER ALSO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE ON THIS WEB SITE IS ACCURATE, COMPLETE, OR CURRENT. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL NEW FRONTIER BE LIABLE FOR ANY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF NEW FRONTIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS WEB SITE OR THE CONTENTS OF THIS WEB SITE.

Indemnification. You agree to indemnify, defend, and hold harmless New Frontier and its officers, partners, employees, agents, licensors, and suppliers from and against any claims, causes of action, demands, losses, expenses, damages, penalties, or other costs, including but not limited to reasonable attorneys' fees, brought by third parties as a result of your violation of these Terms of Use, your use of the Web site, any Submissions you supply, or your violation of any law or the rights of a third party.

<u>Governing Law</u>. New Frontier is the owner of the Services and is based in Boston, Massachusetts. New Frontier makes no claims that New Frontier's Services are available or appropriate for use outside of the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local law, is and to the extent applicable. Access to the Services from jurisdictions where the contents of the Services are illegal or penalized is prohibited. You may not use or export, or re-export the Services or any copy or adaptation thereof in violation of any applicable laws or regulations, including without limitation U.S. export laws and regulations.

You expressly agree that the Terms of Use and any dispute, claim, action, cause of action, issue, or request for relief between you and New Frontier arising out of or relating to New Frontier and the Services ("Disputes") will be governed by and construed under the laws of the State of Massachusetts, United States, without giving effect to any conflicts of law provisions. You and Frontier irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts in Boston, Massachusetts for all disputes.

DMCA Notice: Claims of Copyright Infringement. New Frontier respects the intellectual property rights of others and is committed to complying with US Copyright laws. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act of 1998 (DMCA). The DMCA provides recourse for owners of copyrighted material who believe their rights under US copyright law have been infringed on the Internet. If you believe that material available on or through the Web site infringes a copyright of yours or any third party, please notify our designated agent, listed below. The notice must include the following information as provided by the DMCA, 17 U.S.C. §512(c)(3):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

Our designated agent to whom you must address infringement notices under the DMCA is: Robert Michaud, New Frontier Advisors LLC

155 Federal Street, 10<sup>th</sup> Floor, Boston, MA 02110 Telephone: (617) 482-1433 Email: <u>nfaops@newfrontieradvisors.com</u>

After receiving notice, New Frontier may remove or disable access to any infringing material as provided for in the DMCA.

<u>Amendment</u>. New Frontier reserves the right to change these Terms of Use at any time by updating this posting. Use of this Web site following any such changes shall constitute acceptance of such changes. New Frontier may update or modify the information contained on the Web site at any time and without notice.

<u>Term and Termination</u>: These Terms of Use will remain in full force and effect until such time as New Frontier terminates these Terms of Use or terminates, discontinues, or cancels your access to the Services. If you create an account, your account will remain in effect until cancelled by you or terminated by us in accordance with the Terms of Use. We reserve the right to suspend, revoke, discontinue, terminate, or otherwise cancel your account, use of or access to the Services on breach of these Terms of Use. We further reserve the right to suspend, revoke, terminate or otherwise cancel these Terms of Use or discontinue or otherwise cease providing Services at any time, for any reason, with or without prior notice to you. Any of the above shall constitute a "Termination".

On Termination, your account, if any, and access to the Services shall automatically cease and New Frontier may delete any and all information related to you. In the event of a Termination resulting from your breach of these Terms of Use, no refund for pre-paid Conferences, services, or features shall be issued. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services under any other name, real or assumed, and further agree that if you violate this restriction after Termination, we are entitled to recover damages, costs, and attorneys' fees incurred by it as a result thereof.

Except as otherwise provided in the our Privacy Policy or as otherwise required by applicable law, we have no obligation, whether before or after Termination, to return or otherwise provide to you or any third party on your behalf any content, any information that you have provided to us, or any other information we may have that relates to you.

## LEGAL NOTICES

Unless otherwise indicated, this Web site and its contents, including but not limited to all text, HTML code, scripts, graphics, images, site design, and "look and feel," are the property of New Frontier LLP and are protected pursuant to US and foreign copyright and trademark laws.

New Frontier and its affiliates only do business in states where registered or exempted from registration. Information on this site is limited to the distribution of information on products and services and is not investment advice or solicitation for purchase or sale of any security, product, or service. Individual responses that involve transactions in securities, or personalized investment advice for compensation, will not be made without registration or exemption. The general information contained on this website should not be acted upon without obtaining specific legal, tax, and/or investment advice from a licensed professional.

## **BUSINESS CONTINUITY STATEMENT**

Securities industry regulations require that financial firms inform their clients of their plans to address the possibility of a business disruption that potentially results from power outages, natural disasters, or other events. New Frontier and its affiliates have a comprehensive business continuity program in place. A summary of the plan is available <u>here</u>.

## THIRD-PARTY RANKINGS AND RECOGNITION

Third-party rankings or recognition by rating services or publications are no guarantee of future investment success. Working with a highly ranked adviser does not ensure that a client or prospective client will experience a certain level of performance or results. These rankings should not be construed as an endorsement of the adviser by any client nor are they representative of any one client's evaluation. Generally, rankings and recognition are based on information prepared and submitted by the adviser. A full discussion of the criteria used in making these rankings is available upon written request or by visiting the ranking organization or publication's website.

If you have any questions or concerns about these Terms of Use, please contact us at <a href="mailto:nfaops@newfrontieradvisors.com">nfaops@newfrontieradvisors.com</a>.

### **REGISTERED TRADEMARKS**

The following are the registered and unregistered trademarks and service marks of New Frontier in the United States and are not to be utilized without the permission of New Frontier.

- Resampled Efficiency (original name of Michaud optimization)
- Resampled Efficient Frontier (original name of Michaud Efficient Frontier)
- Forecast Confidence
- Michaud optimization
- Michaud-Esch rebalancing

https://newfrontieradvisors.com/about-us/intellectual-propertyguidelines/

# PATENTS GRANTED, ASSIGNED, OR LICENSED EXCLUSIVELY TO NEW FRONTIER

The patented systems referred to within the Websites are held by New Frontier.

Michaud optimization (Resampled Efficiency<sup>TM</sup>), Forecast Confidence<sup>TM</sup>, and Michaud-Esch Rebalancing<sup>TM</sup> are covered by the claims of patents, issued and pending, in the US and other countries, including US Patent Nos. 6003018, 6928418, 7412414, and 7624060.

For more information:

https://newfrontieradvisors.com/technology/patent-licensing/