

# TERMS OF USE

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Throughout these Terms of Use, the terms “you” or “your” shall mean you, individually, and each other party on whose behalf you may use the Site at any time.

Ken Wittenberg is owner of Wittenberg Investments, a registered investment advisor entity, and an investment advisor representative of Secure Asset Management, LLC., an SEC registered investment advisor entity.

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## Changes to: Terms of Use; The Site; Your Access

We may revise these Terms of Use at any time. You are bound by any such revisions and should therefore periodically visit this page to review the most current conditions to which you are bound. Wittenberg Investments reserves the right to modify these Terms of Use at any time without notice to you. Your continued use of the Site after such modifications constitutes your acceptance of any such modifications.

Wittenberg Investments, Inc. is not agreeing to nor required to update any information available on the Site. We retain exclusive control over the Site, and reserve the right to, change, suspend or discontinue all or a portion of the Content at any time and for any reason. We reserve the right to impose limits on, restrict or terminate your access to the Site or any feature or part thereof at any time and for any reason without prior notice.

## Information We Collect

By visiting our Site(s), and using our services, you consent to our collecting and storing personal information as described herein. The information we collect from Website visitors depends on the type of service, support, or inquiry, and may include your name, address, telephone number, email address, and/or other information. Your internet browser has the in-built facility for storing small text files known as “cookies” that hold information which allow a website to recognize you and, when applicable, your account. We may use cookies to collect, store, and sometimes track information for statistical purposes. More specifically, we use different types of cookies for different purposes including: (i) “required cookies” that are necessary for our Website to work

properly, (ii) "performance cookies" which allow us to analyze how visitors use our Website so we can measure and improve the performance of the Website, and (iii) "functional cookies" which allow us to remember choices you may have made on our Website. We may also use a third-party service provider to send emails that you have agreed to receive. Pixel tags and cookies may be used in those email messages to help us measure the effectiveness of our advertising and to enable us to provide more focused marketing communications to you.

PLEASE NOTE: If you are a resident of California, you may have rights under the California Consumer Privacy Act of 2018 ("CCPA") regarding your personal information, as further described below.

## Information Only. Not an Offer, Investment Advice or Recommendation, Not Tax or Legal Advice

This Site is for informational purposes only and is not an offer by Wittenberg Investments to sell you any security. Do not use any of the Content as the sole basis for making any investment decision. Nothing in the Site is intended to, nor does it, constitute investment advice, or recommendations as to the suitability of any specific investment, product, or security. All Content is provided for your convenience and information only, and no such Content shall constitute an offer to sell or a solicitation of an offer to buy any security. The Content provided on this Site is not intended to, nor does it, constitute tax or legal advice.

## Forward Looking Statements

Information on the Site and/or any downloadable materials may contain certain forward-looking statements, which are subject to risks and uncertainties and speak only as of the date on which they are made. You are cautioned not to place undue reliance on these forward-looking statements. Any dated information is published as of its date only. We undertake no obligation to update publicly or revise any dated or forward-looking statements. Information on the Site should not be relied upon for the purpose of making any investment decision without the direct guidance of a properly credentialed financial professional.

## Email Communications

You may not use the email function to enter an order to buy or sell a security, to send us time-sensitive instructions, or to give us personal credit information or an address change.

If you send us an email, we collect your name and email address and use this in replying to your inquiry. We may use the email address you provide us so that we can send you email communications about various matters such as information about our firm and our services. By contacting us through the email link, you agree that we can send you such email communications. You can unsubscribe from one or more of our email communications at any time by emailing the [kenwittenberg@wittenberginvestments.com](mailto:kenwittenberg@wittenberginvestments.com) and/or calling (248) 202-4470.

Information you transmit to us through the Site, by electronic mail or otherwise, including, questions, comments, and/or suggestions, will become the property of Wittenberg Investments. Wittenberg Investments has taken certain steps to provide a secure environment for your personal information on the Site. However, due to the nature of internet transmissions, we cannot, and do not, guarantee the confidentiality of such information.

PLEASE NOTE: If you are a resident of California, you may have rights under the California Consumer Privacy Act of 2018 ("CCPA") regarding your personal information, as further described below.

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The Content provided on this Site 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 Wittenberg Investments, Inc. is not authorized to provide such information or services.

## Third Party Content Providers. Links to Other Websites

The Site may be linked to other websites which are not maintained by Wittenberg Investments, Inc. Wittenberg Investments is not responsible for the content of such linked websites. The inclusion of any link to such websites does not imply Wittenberg Investments' approval or endorsement of such sites or the content thereof. Wittenberg Investments cannot guarantee that the links set out on our Site will be accurate at the time of your access. Moreover, the sites pointed at by links have been independently developed and possibly maintained by person(s) over whom Wittenberg Investments has no control. Wittenberg Investments cannot and does not monitor the

sites linked to its pages on the Internet or any transmission made through the respective web pages and news groups. Accordingly, Wittenberg Investments assumes no responsibility for the content of any site referenced to by any hyperlink or otherwise. Wittenberg Investments believes that our making available links to publicly accessible web pages is legally permissible and consistent with the common, customary expectations of those who make use of the Internet.

**Third Party Beneficiaries.** To the extent the Content contains data or information provided by third party content providers or are otherwise contributed to by third party providers, such providers shall be considered third party beneficiaries of this Terms of Use.

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## Governing Law, Arbitration

All the terms herein shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to principles of conflict of law. You acknowledge that any violation of this Terms of Use, or misuse of the Site or the Content, or infringement of any trademark or copyright may cause Wittenberg Investments irreparable harm, the amount of which may be difficult to ascertain, and therefore you agree that Wittenberg Investments shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Wittenberg Investments deems appropriate. This right of Wittenberg Investments is to be in addition to the remedies otherwise available to Wittenberg Investments. Subject to the provisions of this Section, all disputes, controversies, or claims arising out of or relating to this Agreement will be resolved through mandatory binding arbitration, before the American Arbitration Association, pursuant to the United States Arbitration Act, 9 U.S.C. Section 1, et seq. (the "Act") and the terms of use of this Agreement. shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator's fees will be shared equally by the parties, and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend, or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement. Notwithstanding the foregoing, nothing in this Section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief. All disputes against or otherwise involving Wittenberg Investments regarding the content presented on the Site must be resolved through arbitration as set forth in this section.

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## Entire Agreement, Modification, Changes, Updates

These Terms of Use represent the complete and exclusive statement of the understanding between you and Wittenberg Investments regarding your rights to access and use the Services and Information on the Site and supersedes all prior and contemporaneous agreements and representations regarding such subject matter. These Terms of Use constitute the entire agreement between you and us with respect to your use or access of the Site or the Content. Except as herein provided, no waiver, modification, or amendment of any provision of these Terms of Use shall be effective against Wittenberg Investments unless the same is in writing and signed by an authorized officer of Wittenberg Investments.

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## Severability

If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of these Terms of Use, and the remainder of the Terms of Use shall continue in full force and effect.

Wittenberg Investments' failure to insist at any time upon strict compliance with any of these Terms of Use or any delay or failure on Wittenberg Investments' part to exercise any power or right given to Wittenberg Investments or a continued course of such conduct on Wittenberg Investments part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to Wittenberg Investments are cumulative and not exclusive of any other rights or remedies which Wittenberg Investments otherwise has at law or equity.

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## Indemnification

You hereby indemnify and hold harmless Wittenberg Investments (and its directors, officers, employees, control persons, vendors, licensors and agents), the Provider and any third party provider from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained herein or your use of the Services or Information (i) in violation of these Terms of Use, (ii) in violation of any rights of Wittenberg Investments and any third party content provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or (iii) in violation of any applicable law, rule or regulation, or (iv) your failure to maintain the security of any user code or password, as applicable. This indemnification shall be binding upon you and your executors, heirs, successors, and assigns.

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## Termination Upon Violation of Terms

If you violate any of these Terms of Use, Wittenberg Investments reserves the right to immediately terminate any rights granted to you and/or your access to the Site without notice or liability. Termination of your access or use will not waive or affect any other right or relief to which Wittenberg Investments may be entitled to at law or in equity.

## FOR RESIDENTS OF CALIFORNIA ONLY

*California Consumer Privacy Act (CCPA)*  
*Rights Under State Law (California)*

Residents of California have certain rights under the California Consumer Privacy Act of 2018 ("CCPA") regarding their personal information.

Most of the data that Wittenberg Investments collects is exempt from the provisions of the CCPA, which do not apply to personal information collected, processed, sold, or disclosed pursuant to the Gramm-Leach-Bliley Act and its implementing regulations including SEC Regulation S-P or the California Financial Information Privacy Act. This section therefore does not apply to such information. This section also does not apply to other categories of information that are exempted from the privacy policy notification requirements of the CCPA, including certain information processed exclusively in the business-to-business context (e.g., information about an individual acting in his or her capacity as a representative of a company) and information collected about employees, job applicants, and contractors.

### *Rights Under the CCPA and other California Laws*

If your information is covered by the CCPA, you have the rights described below.

#### *Right to Request Disclosure of Information We Collect and Share*

If your personal information is covered by the CCPA you have a right to request that we provide the following information:

- The categories of personal information that we have collected.
- The categories of sources from which we collected the personal information.
- The business or commercial purposes for which we collected and/or sold the personal information.
- The categories of any third parties with which we shared the personal information.
- The specific pieces of personal information we collected over the past year.

*You may also submit a request for the following additional information:*

- The categories of personal information, if any, we have sold, categories of third parties to which we sold that personal information, and the categories of personal information sold to each type of third party.
- The categories of personal information that we have disclosed for a business purpose.

Our responses to any of these requests will cover the 12-month period preceding our receipt of the request. PLEASE NOTE: Wittenberg Investments does not sell personal information.

#### *Right to Request the Deletion of Personal Information We Have Collected*

If your personal information is covered by the CCPA you may also request deletion of information covered by the CCPA that we maintain. Upon receiving and verifying such a request, we will delete the personal information, unless that information is necessary for us to:

- complete the transaction for which the firm collected the information;
- provide you with a good or service requested;
- perform a contract we entered into with you;
- detect security incidents;
- maintain the functionality or security of our systems;
- comply with or exercise rights provided by the law; or
- use the information internally in ways that are comparable with the context in which information was provided by you to us, or that are reasonably aligned with your expectations based on your relationship with us, among other things.

Please note that if we receive a request that personal information be deleted, you may no longer be able to access or use certain parts of our websites.

#### *How To Exercise These Rights*

To exercise these CCPA rights, you should email [kenwittenberg@wittenberginvestments.com](mailto:kenwittenberg@wittenberginvestments.com) or contact us at (248) 202-4470. You may also submit a request in person through your registered representative.

#### *Our Processes for Responding to CCPA Requests*

- *Timeline for responding:* We will respond to requests for access or deletion as soon as practicable and in any event generally not more than within 45 days after receipt of your request. We may extend this period to 90 days in some cases.
- *Verifying requests:* Depending on the nature of your request, we may ask for information to verify the request and your identity.
- *Designating an agent:* You may designate an agent to submit a request on your behalf. The agent can be a natural person or a business entity that is registered with the California Secretary of State. If you would like to designate an agent to act on your behalf, you and your agent will need to comply with our agent verification process. You will be required to verify your identity by providing us with certain personal information,



depending on the nature of the information you require, which we will endeavor to match with information we maintain. Additionally, we will require that you provide us with written confirmation that you have authorized the agent to act on your behalf, and the scope of that authorization. Your agent will also be required to provide us with proof of the agency relationship, which may be a declaration attesting to the agent's identity and your authorization to act on your behalf, signed under penalty of perjury. If the agent is a business entity, it will also need to submit evidence that it is registered and in good standing with the California Secretary of State. Information to identify and verify the agent can be submitted through the same mechanism and while you submit information to verify your identity. Please note that this subsection does not apply when an agent is authorized to act on your behalf pursuant to a valid power of attorney. Any such requests will be processed in accordance with California law pertaining to powers of attorney.

- *Requests for household information:* There may be some types of Personal Information that can be associated with a household (a group of people living together in a single home). Requests for access or deletion of household Personal Information must be made by each member of the household.

#### *Disclosure Requirements*

In accordance with the CCPA, we provide the following CCPA Disclosure to inform you as to the categories of personal information we may collect and the purposes for which the categories of information shall be used. Click [here](#) to view our Point of Collection Notice. With respect to each of the categories of data listed in the linked disclosure, we may also share Personal Information with any person to whom we transfer any of our rights or obligations under any agreement, or in connection with a sale, merger, or consolidation of our business or other transfer of our assets, whether voluntarily or by operation of law, or who is otherwise deemed to be our successor or transferee.

#### *Non-Discrimination*

We are committed to complying with the law. If you exercise any of your rights explained in this Terms of Use, we will continue to treat you fairly.

#### *Accessibility*

We are committed to ensuring that our communications, such as our websites, are accessible to individuals with disabilities. This website is designed to meet content accessibility guidelines. Individuals with disabilities can access the CCPA Disclosure notice in alternative formats or submit accessibility-related requests or report barriers to accessibility, by contacting us at: 2565 West Maple Road, Troy, MI 48084 or at [kenwittenberg@wittenberginvestments.com](mailto:kenwittenberg@wittenberginvestments.com), at (248) 202-4470 and/or (888) 548-6701.

#### *Where to Find More Information*

If you are a Wittenberg Investments client, you will also receive our Privacy Notice, as required by federal law, which provides information about how we collect, share, and protect your personal information and provides information about opting out of such sharing. This notice is available by clicking the Privacy Notice link included on this Site.

Please note that you may interact with a representative, other financial institutions, or other third parties (sometimes referred to as non-affiliates), and direct us to share information with such third parties as we provide products or services to you. We may not control the data practices of such third parties, and we recommend you review any applicable third-party privacy policies for information about their data practices.