



## TERMS AND CONDITIONS

United Capital Management ("UCM") maintains this website as a service to its clients, potential clients and other interested parties subject to the Terms and Conditions set out below:

**COPYRIGHT AND TRADEMARK INFORMATION:** Copyright © 2010 United Capital Management, LLC. All rights reserved. This website and the information which it contains is the property of UCM and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws.

**USE OF UCM WEBSITE AND ITS CONTENT:** The information contained in this website is for general guidance on topics selected by UCM. Such information is provided on a blind-basis, without any knowledge as to your industry, identity or specific circumstances. The application and impact of relevant laws will vary from jurisdiction to jurisdiction. There may also be delays, omissions, or inaccuracies in information contained in this website. The information on this website is provided with the understanding that such information does not constitute the rendering of legal, accounting, tax, career or other professional advice or services. As such, information on this website should not be relied upon or used as a substitute for consultation with professional advisors.

By using this website, you agree to indemnify, hold harmless and defend UCM from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that is based on your use of this website in violation of these terms.

No part of this website may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording, except that UCM authorizes you to view, copy, download, and print UCM documents that are available on this website, subject to the following conditions:

- the documents may be used solely for noncommercial, informational purposes
- the documents may not be modified
- copyright, trademark, and other proprietary notices may not be removed

Nothing contained on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this website or any documents displayed on this website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms and Conditions; or (b) with the prior written permission of UCM.

**ACCURACY CONTENT AND FUTURE MODIFICATIONS TO THIS WEBSITE:** The information on this website is believed to be complete and reliable; however, the information may contain technical inaccuracies or typographical errors. UCM reserves the right to make changes to document names and content or other information without obligation to notify any person of such changes.

**AVAILABILITY OF PRODUCTS AND SERVICES MENTIONED:** Information that UCM publishes on this website may contain references or cross references to products or services that are not available or approved by the appropriate regulatory authorities in your country. Such references do not imply that UCM intends to announce or make available such products or services to the general public, or in your country. Consult UCM to determine which products and services may be available to you.

**NO WARRANTIES: INFORMATION AND DOCUMENTS PROVIDED ON THIS WEBSITE ARE PROVIDED "AS IS."** SPECIFICALLY, BUT WITHOUT LIMITATION, UCM DOES NOT WARRANT THAT: (i) THE INFORMATION ON THIS WEBSITE IS CORRECT, ACCURATE, RELIABLE OR COMPLETE; (ii) THE FUNCTIONS CONTAINED ON THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL UCM BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE INFORMATION CONTAINED ON THIS WEBSITE, EVEN IF UCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL UCM'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THIS WEBSITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS YOU PAID TO UCM DURING THE MOST RECENT THREE-MONTH PERIOD.

**LINKS TO THIRD-PARTY WEBSITES:** This website may contain links to non-UCM websites. These links are provided to you as a convenience, and UCM is not responsible for the content of any linked website. Any outside website accessed from the UCM website is independent from UCM, and UCM has no control over the content of that website. In addition, a link to any non-UCM website does not imply that UCM endorses or accepts any responsibility for the content or use of such a website.

**NO IMPLIED ENDORSEMENTS:** In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by UCM of that third party or of any product or service provided by a third party.

**JURISDICTIONAL ISSUES:** UCM makes no representation that information on this website is appropriate or available for use outside the United States. Those who choose to access this website from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**ENFORCEMENT OF TERMS AND CONDITIONS:** These Terms and Conditions are governed and interpreted pursuant to the laws of the state of Pennsylvania, United States of America, notwithstanding any principles of conflicts of law. All disputes arising out of or relating to these Terms and Conditions shall be finally resolved by arbitration conducted in the English language in Philadelphia, Pennsylvania, U.S.A. under the commercial

arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the state of Pennsylvania. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, UCM shall be entitled to seek injunctive relief, security, or other equitable remedies from the United States District Court for the District of Philadelphia or any other court of competent jurisdiction.

If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. UCM may, at its sole discretion and without notice, revise these terms at any time by updating this posting.

ENTIRE AGREEMENT: This is the entire Agreement between the parties relating to the subject matter herein and shall not be modified except in writing signed by both parties or by a new posting by UCM, as described above.

**1701 Locust Street, Suite 1417  
Philadelphia, PA 19103  
Phone: (215) 546-3010  
Fax: (215) 546-6010  
[info@unitedcapitalmgt.com](mailto:info@unitedcapitalmgt.com)  
[www.unitedcapitalmgt.com](http://www.unitedcapitalmgt.com)**