

Terms and Conditions of Use
A. S. Peskin and Company, Ltd. Web Site

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1. *General*

a. This Site is owned and operated by A. S. Peskin and Company, Limited, either alone or in conjunction with our affiliates, agents or partners (collectively, “ASPCO,” “we,” “us” or words of similar import).

b. The Site is composed of a public section (the “Public Site”) and a secure section (the “Secure Site”). The Public Site is intended to be available only to persons who accept and agree to be bound by the Terms and Conditions of Use (the “T&Cs”) and have reviewed the Disclosure Document. The Secure Site is intended to be available to investment professionals, including but not limited to, financial advisors, investment advisers, custodians, back-office personnel, and other employees of broker-dealers with selling agreements with ASPCO-sponsored funds, or investment advisers or other similar professionals (“IPs”) that accept and agree to be bound by the T&Cs. By accessing either the public or secure sections of the Site, you represent that you agree to the terms and conditions of the T&Cs. If you do not agree to the T&Cs, you may not access the Site and you must discontinue your use of the Site immediately. Each user is requested to bring to our attention promptly any aspect of the material on, or the functionality of, this Site that is not to such user’s satisfaction or appears to be defective in any way.

c. The terms “A. S. Peskin and Company, Ltd. Web Site” and this “Site” mean the web site located at www.aspc.com. We endeavor to maintain this web site and its operation, but we are not, and cannot be, responsible for the results of any defects that may exist in the Site or its operation. As to the Secure Site, including, but not limited to, the operation of the Secure Site, all information, programs, products and Features (as defined below) of the Secure Site, Secure Site Information (as defined below), and any other content, as applicable, are provided “as is” and, to the fullest extent permissible pursuant to applicable law, we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title and non-infringement. In no event will ASPCO or any third party be liable for any direct, indirect, incidental, or consequential damages resulting from any defect in or use of the Site. We make no warranty or representation that (i) the operation of the web site will meet the user's requirements; (ii) access to the web site will be uninterrupted, timely, secure, free of viruses or other harmful components, or free of errors; (iii) defects will be corrected. The materials in the Site could include technical inaccuracies or typographical errors. These materials could become inaccurate as a result of developments occurring after their respective dates. You (and not we) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or other problems you may have as a result of visiting this web site. Furthermore, you agree to provide and maintain all telephone and other equipment and services necessary to access the Site, and you will be solely responsible for paying all charges related thereto.

d. As used herein, “You” refers to any person who accesses the Site.

e. The Site is the proprietary property of ASPCO and/or third parties from which ASPCO has obtained rights to provide access to you. You agree not to use the Site except as authorized by the T&Cs and, in any event, not to make the Secure Site available to any third parties.

2. *Applicability of T&C's*

a. These T&Cs apply to the use of this Site and to the use through this Site of the various features that are accessible, or may become accessible in the future, from this Site (collectively, the “Features”). The use of some or all of the Features may be subject to disclosures or disclaimers that are contained within or linked to those Features.

b. There may be provisions in separate subscription and account agreements, if any, executed between ASPCO and you which govern aspects of the use of this Site. If there is an inconsistency between these T&Cs and any such agreements, the inconsistency will be resolved in favor of the agreements.

3. *The Secure Site*

The Secure Site is designed to facilitate the transmission of certain information only to IPs. Such reports will reflect information concerning the IP's customers (“IP Customers”). In the future, ASPCO anticipates that the Secure Site will include, but not be limited to, the Client Status Reports, IP Customer account information (“IP Customer Account Information”) with respect to the applicable IPs, marketing materials, and any other material deemed appropriate (collectively, the “Secure Site Information”). From time to time, ASPCO may also choose to change the mix of information that comprises the Secure Site Information that may be accessed by the IPs.

4. *Limited License and Prohibited Uses*

ASPCO grants you a limited, revocable, nonexclusive, nontransferable license to view, store, bookmark, download, and print the pages within the Site solely for your personal, informational, and noncommercial use or as expressly authorized by ASPCO in writing. ASPCO reserves all rights not expressly granted to you in these T&Cs Except as expressly authorized by ASPCO in writing or by these T&Cs, persons using the Site may not:

- a. transmit any order for purchase or sale using such e-mail facility, as applicable.
- b. use the Site to commit criminal or civil violations of federal, state, local or international laws, regulations or other government requirements. ASPCO reserves the right to report any activity that may violate any law or regulation to appropriate law enforcement officials, regulators or other third parties.
- c. violate, or attempt to violate, the Site, including uploading, posting, e-mailing or otherwise transmitting any material that contains viruses or any other computer code, files or programs that might interrupt, limit or interfere with the functionality of any computer software or hardware or the telecommunications equipment that is owned, leased or used by us.
- d. engage in any conduct that could damage, disable, or overburden (i) the Site, (ii) any materials or services provided through the Site, or (iii) any systems, networks, servers, or accounts related to the Site, including without limitation, using devices or software that provide repeated automated access to the Site, other than those made generally available by ASPCO.
- e. use the Site for the distribution of any offensive materials or any advertising or promotional materials, including without limitation, “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation or unauthorized communication.
- f. modify, copy, distribute, transmit, post, upload, display, perform, reproduce, publish, broadcast, license, create derivative works from, transfer, sell, or exploit any reports, data, information, content, software, products, services, or other materials on, generated by, or obtained from the Site, whether through links or otherwise, in any way, the material from the Site in any manner inconsistent with the purposes for which we offer it.
- g. without our express written permission, copy, modify, obscure, remove, or display our name, logo, trademarks, or any text, notices, graphic images, or other content from the Site.
- h. without our express written permission, redeliver any of the pages, text, images, or other content of the Site using “framing,” redirection or similar technology or otherwise deliver the Site in a manner that does not maintain the integrity of the layout, content, and look and feel of the Site.
- i. include any trademark, trade name or service mark of ours, the name of any of our personnel, or any variation of any of the foregoing, as a meta-tag, hidden text element, or any other indicator, or otherwise, that may create a likelihood or confusion or a false or misleading impression of affiliation, sponsorship, or endorsement between us and any user and/or web site.
- j. upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

k. probe, scan, or test the vulnerability of any of the materials on the Site, services, systems, networks, servers, or accounts related to the Site or attempt to gain unauthorized access to the materials on the Site, services, systems, networks, servers, or accounts connected or associated with the Site through hacking, password or data mining, or any other means of circumventing any access-limiting, user authentication or security device of any materials on the Site, services, systems, networks, servers, or accounts related to the Site.

l. archive the Site.

5. *Content Does Not Consist of Investment Advice or Recommendations*

a. This Site and its contents, including, but not limited to, the Secure Site Information, the Features, and all other content, are for informational purposes only. If you wish to obtain further details about any information contained on this Site, please contact us using the information at “Contact ASPCO”.

b. You alone or those acting on your behalf, will need to evaluate the merits and risks associated with the use of this Site. Decisions based on information obtained from this Site, including, but not limited to, the Secure Site Information, other content from the Secure Site, or the use of the Features are your sole responsibility, and before making any decision on the basis of such information, you should consider (with or without the assistance of an IP), whether such information is appropriate in light of your particular investment needs, objectives and financial circumstances.

c. Although this Site may, from time to time, provide information relating to approaches to investing, types of instruments and investments you or your IP Customers might buy, sell or hold, no information available through this Site is intended or should be construed as any advice, recommendation or endorsement from us as to any legal, tax, investment or other matter. Nothing on this Site shall be considered a solicitation or offer to buy or sell any security, future, option or other financial instrument or to offer or provide any investment advice or service to any person in any jurisdiction. Nothing contained on this Site constitutes investment advice or offers any opinion with respect to the suitability of any financial instrument, and the views expressed on this Site should not be taken as advice to buy, sell or hold any investment. In preparing the information contained in this Site, we have not taken into account the investment needs, objectives and financial circumstances of any particular person. This information has no regard to the specific investment objectives, financial situation and particular needs of any specific recipient of this information. Some or all alternative investment programs may not be suitable for certain investors.

d. Any views expressed on this Site by us were prepared based upon the information available to us at the time such views were written. Changed or additional information could cause such views to change. All information is subject to possible correction. Information may quickly become unreliable for various reasons, including changes in market conditions or economic circumstances. If an investment is denominated in a currency other than the recipient's currency, changes in the rates of exchange may have an adverse effect on value, price or income. The levels and bases of taxation may also change from time to time.

e. This Site, when applicable, may contain performance information, statistical analyses and the like. You are cautioned that past performance is not necessarily indicative of future results.

In addition, certain performance information set forth on this Site may be considered to be simulated or hypothetical. Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the performance presented does not represent an actual investment portfolio, the results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity or market disruptions. Simulated investment programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any investment product will or is likely to achieve profits or losses similar to those shown.

Finally, statistical results have certain inherent limitations. Statistical results have certain inherent limitations. Such analyses are based on subjective assessments and assumptions and may use one among several alternative methodologies. Other methodologies may produce different results. Accordingly, such statistical analyses should not be viewed as facts and should not be relied upon as a prediction of future events.

f. The Secure Site Information, Features, content and any and all materials made available through this Site are provided “as is” and in the manner as provided under Section 1(c) herein. The materials in this Site could become inaccurate as a result of developments occurring after their respective dates. We undertake no obligation to maintain the currency of such information.

6. *Offer By Disclosure Document Only*

The information on this Site does not constitute an offer of a partnership interest, units in a trust, share in a company, or a managed account in a portfolio (or any other financial instrument), which offer may be made only by means of an approved Disclosure Document, as applicable. The Disclosure Document will not be sent to any person to whom it is unlawful to make an offer or solicitation. The material terms and risks associated with an investment with ASPCO are disclosed in the appropriate Disclosure Document.

7. *Jurisdictional Information and Geographic Limitations*

Unless otherwise specified, we control and operate this Site from our offices within the Commonwealth of Virginia, United States of America.

The information available at this Site, including any references to or the description of the services and products referred to on this Site, is restricted in certain jurisdictions. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to local law and regulation. Persons who access this Site are required by ASPCO to inform themselves about and observe such restrictions.

None of the information is intended for distribution to, or use within, any jurisdiction, or use by any person, where such distribution or use would constitute a violation of law or regulation or would subject ASPCO to any additional registration requirement within such jurisdiction.

8. *Acceptance and Modification of T&Cs*

The T&Cs are accepted by continued use of the Site. Acceptance by any representative of an IP is acceptance by that IP. We reserve the right, at our discretion, to change these T&Cs at any time. If you use this Site after we post changes to these T&Cs, you accept the changed terms. We may also offer other services from time to time that are governed by different terms and conditions.

9. *Monitoring of Site*

We expressly reserve the right to monitor any and all use of this Site. You agree that ASPCO may, as applicable, monitor, record, store, and retrieve any activities, transactions or communications transmitted through or in connection with the Site. We are under no obligation to do so and assume no responsibility or liability arising from the use of this Site. Our communications via e-mail from this Site are not encrypted. You acknowledge that there is a risk that data, including e-mail, electronic communications and personal data, may be accessed by unauthorized third parties when communicated between you and us.

10. *Third-Party Sources and Information*

a. All performance information, index data, prices, averages, quotations, financial market information, and other such information available on this Site (collectively, "Informational Content"), are obtained by ASPCO from, or are compiled by ASPCO based on, sources believed to be reliable. ASPCO makes no warranties concerning such Informational Content. Due to the number of sources from which the Informational Content is obtained, possible human error, possible mechanical error and the hazards associated with electronic distribution, there may be delays in transmitting and publishing the Informational Content, and the Informational Content may contain omissions, inaccuracies or other errors.

ASPCO does not endorse, or take responsibility for, any third party's information, services or products. ASPCO may have business relationships with such third parties, including vendor relationships in connection with its offered products. No representation is made that any such third party is an "independent" authority in respect of any Informational Content prepared by such third party. All use of, or reliance on, such Informational Content is at your own risk.

b. We are not responsible for the content of any web site owned by a third party that may be linked to this Site via hyperlink, if any, whether such hyperlink is provided by us or by a third party, including specifically content that may be obtained by the use of Features that are hyperlinked to this Site. We provide such hyperlinks only as a convenience to you, and have not tested any software or verified any information found at such web sites, including the content of any prospectus or sales literature contained on such web sites (except with respect to a prospectus or sales literature prepared by us).

c. By providing access to other web sites, if any, we are not recommending the purchase or sale of any security or investment referenced on any such web site, nor are we endorsing any such web site or the products or services provided by any web site's sponsoring organization. All use of, or reliance on, third parties' web sites, content, products and services is at your own risk. ASPCO reserves the right to terminate any third party link, information, services or products at any time.

d. Certain links in this Site may link you to other sites on the world wide web. The linked sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site or any changes or updates to such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply a referral by us to, or an endorsement by us of, the linked site.

11. *Intellectual Property*

The content available through this Site, including, but not limited to, the Informational Content; the Secure site Information; the Features; images; charts; graphs; graphics; designs; photographs; audio and video clips; any Marks (as defined below); software and HTML code (collectively, the “Content”) are, except as otherwise explicitly noted, the property of ASPCO or its licensors (as the case may be) and are subject to protection by U.S. and international intellectual property laws and treaty provisions, including, but not limited to, those relating to patent rights, copyrights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights. Subject to these T&Cs, and except as expressly indicated otherwise herein or on this Site, you agree not to download, copy, store, manipulate, reformat, modify, adapt, reproduce, retransmit, distribute, circulate, display, publish, distribute, perform, sell, rent, print or create derivative works from, or make any other use of the Content (or any portion thereof) without the prior written approval of ASPCO. The preceding sentence prohibits you from, among other things, posting any Content to forums, list services, newsgroups, mailing lists and electronic bulletin boards without the prior written approval of ASPCO. You are solely responsible for any data, text, software or other materials that you upload, post, e-mail or otherwise make available using this Site.

Nothing in these T&Cs grants you a license to develop, create or offer any financial products or services based on any of the Content found on this Site. To the extent approved by ASPCO, you are authorized to use and download materials that are made available on this Site only for your own needs, subject to Section 4. You may not use, distribute, modify, transmit, or post any Content obtained from the use of this Site or any functions of this Site for public or commercial purposes (subject to Section 4), including any text, images, audio, or video without our express written permission. Specifically, you are not authorized to resell access to any such materials or to redistribute or facilitate the redistribution of any such materials for sale to others. You may not delete copyright or other intellectual property rights and proprietary notices from printouts of electronically accessed materials.

You agree and acknowledge that all trademarks, service marks, logos, names and titles, (collectively, the “Marks”) on this Site and within the Content are proprietary to their respective owners and are protected by applicable trademark and copyright law. Nothing on this Site should be construed as granting any license or right to use any of the Marks displayed on this Site. Any unauthorized use of the Marks or any other Content is strictly prohibited.

If you would like to obtain permission to make use of this Site in a way that is not permitted by these T&Cs, please send a request to do so in writing using the information on the “Contact ASPCO” page.

12. *Privacy Notice*

ASPCO believes that investors are entitled to the best service it can offer – and that includes the right to feel comfortable about the personal non-public information investors share with ASPCO. In the normal course of business, investors give ASPCO personal non-public information. ASPCO uses this information to manage each investor’s account, direct transactions and provide each investor with valuable information. ASPCO may collect this information through forms, interviews, transaction history of an investor’s account, or third parties. The information includes each investor’s name, address, telephone number, social security number, transactional and financial information, as well as other personal non-public information ASPCO may need to service an investor’s account. ASPCO maintains physical, electronic and procedural safeguards that comply with federal standards to protect confidentiality.

ASPCO does not provide customer names and addresses, or other non-public information, to outside firms, organizations or individuals, except as necessary to service investor accounts or as permitted by law. For example, in the course of regular business, ASPCO may share relevant information with service providers that support ASPCO in servicing investor accounts. These companies may use this information only for the services for which they are hired, and are not permitted to use or share this information for any other purpose.

ASPCO requires service providers to maintain policies and procedures designed to assure that access to non-public personal information about investors is restricted to employees who need to know that information in order to provide products or services to those investors, and that the use of such information is limited to the purposes for which it was disclosed or as otherwise permitted by law.

ASPCO also requires that service providers maintain strict physical, electronic and procedural safeguards designed to protect the personal information of investors that comply with federal standards.

ASPCO will continue to adhere to the privacy policies and practices described herein with respect to information about former investors who have closed their accounts with ASPCO.

13. *Representations and Warranties for the Secure Site*

a. You represent and warrant that (i) you are a duly authorized representative of the IP, (ii) the IP has authorized you to access and use the Portal, (iii) you are authorized by the IP to accept all of the terms and conditions of the T&Cs on behalf of the IP, and (iv) all the terms and conditions of the T&Cs shall apply equally to both you and the IP.

b. You represent and warrant that you will not use the Secure Site to view the IP Customer Account Information or access information about any IP Customer unless and until you and such IP Customer have done all things legally necessary, including, but not limited to, obtaining all necessary consents from such IP Customers, to validly authorize you to access such IP Customer Account Information. You further represent that such consent from your IP Customer shall be effective at all times you use the Secure Site. You consent to the transmission by electronic means of information with respect to personal financial information about you, the IP, the IP Customers, including, but not limited to, transaction history, account balances, and holdings through the Internet, and represent that you have done all things legally necessary to obtain your IP Customers' consent to the transmission of such information through the Internet. You also agree not to republish, rebroadcast, alter, reproduce, or commercially exploit the data, information, and services provided to you, except as authorized by this T&C.

c. You represent and warrant that you will not obtain or attempt to obtain unauthorized access to any other portion of the Secure Site through any means not intentionally made available to you by ASPCO.

d. You represent and warrant that you will maintain the confidentiality of all IP Customer Account Information that you access through the Secure Site. Furthermore, you represent and warrant that you maintain policies and procedures designed to assure that access to non-public personal information about IP Customers through the Secure Site is restricted to employees who need to know that information in order to provide products or services to those IP Customers, and that the use of such information from the Secure Site is limited to the purposes for which it was disclosed or as otherwise permitted by law.

14. *Security Measures*

You agree that you shall be responsible for the confidentiality and security of any user identification number and/or password (collectively “Security Measures”) issued to you. You understand that you and the IP shall be solely responsible for the use or misuse of all data, information, and services obtained from, and transmitted through, the Site. You shall immediately notify ASPCO if the Site is accessed in violation of the T&Cs, or if you desire to modify or eliminate your ability to use or access the Site, and ASPCO shall assume no liability for your failure to do so.

15. *Notification of ASPCO of any Discrepancies or Errors*

You agree to immediately notify ASPCO if there is a discrepancy or error of any sort in the Secure Site Information, including the account balances or transaction activity as reflected in the IP Customer Account Information available through the Secure Site. If you fail to notify ASPCO of any such discrepancies or errors, neither ASPCO nor any third parties can or will have any responsibility or liability to you, the IP or the IP Customer, or to any other person or entity whose claim may arise through you for any claims with respect to such discrepancy or error.

16. *Limitation of Liability and Indemnity*

Under no circumstances shall we be liable for any damages or injury, including any direct, special, incidental, consequential or punitive damages, that may result from the use of, or the inability to use, the materials in the Site, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information available in the Site. We shall not be liable even if we or an authorized representative of ours has been advised of the possibility of such damages. These include, but are not limited to, damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure, unauthorized access, theft, or computer virus or other harmful component.

You agree to indemnify, defend, and hold harmless ASPCO, its subsidiaries and affiliates, and each of its and their officers, directors, employees, and agents, from and against all claims, demands, liabilities, damages, losses or expenses, including attorney’s fees and costs, arising out of or related to your improper access to or use of the Site, or any violation by you of these T&Cs.

17. *Limitations on Exclusion of Warranties*

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall our total liability to you for damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing the Site.

18. *Severability*

If any provision of these T&Cs shall be held to be unlawful, void, invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such condition shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and these T&Cs shall be carried out as if any such unlawful, void, invalid or unenforceable provision were not contained herein.

19. *Governing Law*

The laws of the Commonwealth of Virginia will apply to all matters relating to these T&Cs, and they shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods. These T&Cs shall be construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any principles or rules of conflicts of laws to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of other jurisdictions, as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies. In connection with any litigation, without limiting ASPCO's right to bring an action against you in any jurisdiction, you further agree to submit to the exclusive jurisdiction of and venue in the federal and state courts located in the City of Richmond, Virginia. Any claim or cause of action you may have arising out of or related to the use of this Site or these T&Cs must be filed within one year after such claim or cause of action arose regardless of any statute or law to the contrary.

20. *Entire Agreement*

These T&Cs, including any appendices hereto and all agreements and policies incorporated herein by reference, including or by hyperlink, as they may be amended from time to time by us, including, but not limited to, by posting such amendments on this Site, constitutes the complete and exclusive agreement between ASPCO and you with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements with respect to the subject matter hereof.

21. *Captions*

Captions in no way define, limit, extend or describe, nor should they be deemed relevant to the interpretation of, the scope of these T&Cs nor the effect of any of its provisions.

22. *Modification and Termination of Service*

a. We reserve the right to modify or discontinue all or any portion of this Site or any Feature made available thereby at any time without prior notice. The Site may also be unavailable during periods of maintenance or for other reasons.

b. We may block access to the use of all or any portion of this Site or any such Feature without prior notice in the event we elect to discontinue such service on a temporary or permanent basis or in the event that you breach these T&Cs. We also reserve the right to block access to all or any portion of this Site if we have reason to believe that the general security and/or integrity of the system is being compromised.

c. We are not required to make available or to continue to make available this Site, and, in particular, to residents of any non-U.S. jurisdiction where we determine, in our sole discretion, that furnishing this Site might be unlawful under the laws of such non-U.S. jurisdiction or the laws of the U.S., or compliance with either of such laws is impracticable or commercially unreasonable.

d. We reserve the right to prohibit or restrict a particular user's access to this Site, without giving notice of, or a reason for, such action.

23. *Copy of T&Cs*

You may use your browser to download and/or print out a copy of these T&Cs for your records. However, we reserve all our copyrights in the T&Cs.

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