



Terms and Conditions of Use

1. Introduction

Tradition Capital Management, LLC, an SEC Registered Investment Advisor, is making available an automated investment advisor offering, Tradition Advisers (www.traditionadvisers.net), available online and through mobile applications. Collectively "Tradition" will refer herein to the entity of, and all services provided by Tradition Capital Management LLC, including Tradition Advisers, in any form the services or pertinent information are disclosed or provided. The terms "You", "User", and "Client" may be used interchangeably throughout these succeeding sections to describe any person using any service of Tradition through any of our facilities. "Us" may be used to also identify Tradition or any of its advisory personnel or employees.

1.1 Purpose

Tradition Capital Management offers an automated investment service, Tradition Advisers (www.traditionadvisers.net). Should you choose to become our Client, we will manage a diversified investment portfolio suited to your needs and objective as enunciated to us through client input.

When you use our website and mobile applications you enter into a series of legally binding agreements which may be amended from time to time in the future. This includes our Privacy Policy which covers how Tradition collects, uses, shares, and stores your personal information, and includes this Terms and Conditions of Use Agreement, all of which we ask you to review carefully.

1.2 Agreement

When you access our website at www.traditionadvisers.net and/or our mobile applications ("our website" (which includes our blog, "our app" or "Tradition Advisers")) as a User, you are agreeing to be bound by the following Terms and Conditions of Use, and, if you have elected to become a Client, our Investment Advisory Agreement. Please therefore take the time to read the following binding Terms and Conditions of Use below.

For the purpose of this Agreement, a User is an individual who uses our website or mobile application to evaluate our service, for educational purposes, or continues to utilize our website after becoming a Client. A Client is an individual who signs the Tradition Investment Advisory Agreement that entitles the Client to have her/his investment portfolio managed by Tradition. This Agreement, as well as our Privacy Policy applies to both Users and Clients.

If you elect to become a Client, you will be subject to these Terms and Conditions of Use, the Tradition Investment Advisory Agreement, our Privacy Policy, and any additional terms to which you agree when you create and fund an investment Account.

To the extent you desire financial planning and related services, the specific nature of the services required may be set forth in a separate written Financial Planning Agreement, or its binding equivalent document or communication, between an Adviser (a representative of Tradition) and you, for which Tradition may be paid a separate and additional fee. You further acknowledge that the Adviser or any employee performing an advisory function is not a tax professional and you should obtain independent advice on the tax consequences of your investments and the advice secured

2. Obligations

You must be 18 years of age or older to access our website or mobile applications.

2.1 Eligibility

Tradition Advisers is intended solely for use by individuals who are 18 years of age or older. Any access to or use of Tradition Advisers by anyone under 18 years of age is unauthorized, unlicensed, and in violation of these Terms and Conditions of Use. By accessing or using Tradition Advisers, you represent and warrant that you are 18 years of age or older.

You agree to keep your user name and password a secret, with disclosure only to those with legal authorization to acquire same.

You agree not share your Account information with anyone else.

2.2 Your Access

In order to access certain features of Tradition Advisers, you must register to create an Account ("User Account"). When you register, you will be asked to choose a password, which will be required to access your User Account. Tradition has physical, electronic, and procedural safeguards that comply with federal standards to safeguard Users' and Clients' non-public personal information (see Privacy Policy).

You are responsible for safeguarding your password and other User Account information. You agree not to disclose your password to any third party and you will notify Tradition immediately if your password is lost or stolen or if you suspect any unauthorized use of your User Account. As a User, you agree that you shall be solely responsible for any activities or actions under your User Account, whether or not you have authorized such activities or actions.

You agree that the information you provide to Tradition on your Account registration through our website or mobile applications will be true, accurate, current, and complete. Tradition cannot be held responsible for managing your Assets based on inaccurate information. Tradition is not required to verify the accuracy of such information. You also agree that Tradition must conform to all applicable federal and state laws related to the institution and operation of financial accounts, including the acquisition of all relevant identifying information concerning a client.

We may send communications that you are required to read. You may customize the delivery type according to your preferences, which may include electronic or other forms of web or cyber delivery.

2.3 Alerts, Notifications, and Service Communications

By creating a User Account, you automatically sign up for various types of alerts via e-mail and mobile notification. When logged in, you may customize, modify and in some cases deactivate alerts by adjusting the settings accordingly.

We never include your password in these communications, but we may include your name, or email address, and information about your portfolio(s) if you are a Client. Anyone with access to your e-mail or mobile device will be able to view these alerts.

You may unsubscribe from marketing oriented emails at any time.

3. Disclaimer and Limit of Liability

Tradition cannot be held responsible for any financial insights or recommendations provided to Users, if such are disclosed or viewable in any media or other methods of disclosure to Users, including but not limited to social media utilized by Tradition.

3.1 For a User who is not a Client.

You understand and acknowledge that: a) the investment results you could obtain from investment information and financial insights provided by Tradition cannot be guaranteed and Tradition cannot be held responsible, and b) all

investments entail a risk of loss. You may lose value in money or moneysworth. Investment management services are offered only to individuals who become contracted clients, at the sole discretion of Tradition. Your election to engage our investment management services is subject to your explicit enrollment and acceptance of the separate Investment Advisory Agreement and related fee schedule. You should consider any dissemination of information in print, electronic means and in any media owned by Tradition through our websites to be for educational and informational purposes only. Any information disseminated that is account-specific in any client relationship will be so noted to that client only.

You agree and understand that your use of Tradition is for the aforementioned educational purposes only and is not intended to provide legal, tax, or financial planning advice. You agree as a User (prior to contracting as a Client with Tradition for the management of any particular assigned portfolio(s) for which Tradition has accepted advisory responsibility) that you are responsible for selecting your own investment research and investment decisions and that Tradition's various web-based sites and offerings are only one of many tools you may use as part of a comprehensive investment education process. You agree that you should not and will not rely on Tradition as the primary basis of your investment decisions if you have not granted contractually advisory capability to Tradition. Except as otherwise provided for herein, Tradition will not be liable for decisions/actions you take, or authorize third parties to take on your behalf, based on information you receive as a User of Tradition or information you otherwise see on our website, under this section.

3.2 Disclaimer Warranties

Your use of Tradition and the personal information you provide is at your sole discretion and risk. All Tradition materials, information, products, and services included are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from Tradition.

TRADITION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO TRADITION CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. TRADITION DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED:

- REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF TRADITION CONTENT AND/OR USER INFORMATION;
- THAT TRADITION WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED;
- THAT TRADITION WILL BE FREE FROM ELECTRONIC VIRUSES; OR
- REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION PROVIDED BY TRADITION INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA.

No advice or information, whether oral or written, obtained by you from Tradition, shall create any warranty not expressly stated in this Agreement. If you choose to rely on such information, you do so solely at your own risk.

Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

3.3 Limitation of Liability

IN NO EVENT SHALL TRADITION CAPITAL MANAGEMENT LLC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF TRADITION CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH TRADITION OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT TRADITION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL TRADITION'S CUMULATIVE LIABILITY TO YOU EXCEED U.S. \$100.

4. Termination of Accounts of Clients.

Either Tradition or a Client can end an Agreement or contract for services at any time for any reason.

You may request termination of an Account by sending an email to support@traditioncm.com. If the termination requires asset or investment transfer to another custodian, the Client will initiate such transfer but only after your notice of termination to Tradition.

This Investment Advisory Agreement may possibly continue indefinitely beyond Account termination since it may recite continuing rights and responsibilities of the parties beyond the closure of a User Account. 5 days advance notice to terminate is required, either written or by verified email receipt, given by either party to the other. In addition, your withdrawal of all of the Assets under this Investment Advisory Agreement will automatically terminate the Agreement, subject to continuing rights and responsibilities if any. If you wish to transfer out your holdings, please be aware that certain funds may not be able to be transferred in-kind to all custodians. Departing clients have the following options:

- If your new custodian will hold all your investments then you may transfer them out immediately in full.
- You may also request that we liquidate your investments for you. This will be done at the first available opportunity – which may vary by fund. Most are able to be sold on any day the market is open, but others are only able to be sold via a tender offer process during a specified redemption timeframe. The frequency of a redemption window varies by fund but is typically no less often than quarterly, subject to percentage gate provisions as described in the fund’s prospectus. In the event that not all holdings are able to be sold immediately, the Assets that do remain in the Account will continue to be billed at the regular rates until they (or the proceeds from their sale) are transferred out of the Account.

Termination of an Investment Advisory Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of that Agreement; or (c) your obligation to pay us the Fee that we have already earned under that Agreement. Upon the termination of that Agreement, we will not have a continuing obligation to take any action.

We may terminate or suspend your access to Tradition, in our sole discretion, at any time for any reason without notice to you. Further, if we believe, in our sole discretion, that a violation of these Terms and Conditions of Use has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms and Conditions of Use. We may seek to gather information from a user who is suspected of violating these Terms and Conditions of Use (or from any other user) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any User information, emails, or other materials that are believed to violate these Terms and Conditions of Use.

Any suspension, termination, or cancellation shall not affect your obligations to Tradition under these Terms and Conditions of Use (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

5. Dispute Resolution

5.1. Governing Law, Venue, and Jurisdiction

Any executed Investment Advisory Agreement, or this Terms and Conditions of Use disclosure and any dispute, disagreement, or issue of construction or interpretation whether relating to execution, validity, or express or implied obligations or performance of any kind will be governed by the laws of the State of New Jersey (the “Governing Jurisdiction”) without regard to choice of law considerations.

Any action, suit or proceeding arising out of, under, or in connection with these Agreements and Disclosures seeking an injunction or not otherwise submitted to arbitration pursuant to these matters will be brought and determined in the appropriate federal or state court in the Governing Jurisdiction and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to

submit to the jurisdiction of such courts in any such suit, action, or proceeding arising out of or relating to any Agreement or disclosure.

5.2 Arbitration

To the extent permitted by law, any controversy, dispute, or claim arising out of or relating to any Investment Advisory Agreement and the Terms and Conditions of Use will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitration hearing will be held in or near Summit, NJ. The prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses.

This Agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws, subject to your consent to the governing jurisdiction of the State of New Jersey.

5.3 Miscellaneous

Any Investment Advisory Agreement and the Terms and Conditions of Use will constitute the entire Agreement between you and us concerning the use of Tradition and any services we provide to you.

No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of any Agreements by you will be deemed to be a waiver of any subsequent breach.

If any provision of any Agreement are deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is performed or executed, such Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of any Agreement will be valid and binding and of full force and effect as though such provision was not included.

6. Tradition, and in particularly as applied to traditionadvisers.net and its use, be advised of these "Dos" and "Don'ts":

Tradition grants you a license to use our website and mobile applications so long as you comply with all our rules. To the extent these reiterate previously disclosed requirements above, consider them to be for further emphasis:

6.1 You agree you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us, whether reported directly or through a third party who you authorize, and keep it updated;
- Use the services solely for your personal, non-commercial use;
- Use your real name on your profile and keep your password confidential;
- Use the Services in a professional manner

6.2 You agree you will not, in the use of the capabilities we provide for account creation, management, and information transmittal:

- Circumvent, disable, or otherwise interfere with security-related features of Tradition or features that prevent or restrict use or copying of any content or User information;
- Upload, email, transmit, provide, or otherwise make available:
 - any User information which you do not have the lawful right to use, copy, transmit, display, or make available (including any User information that would violate any confidentiality or fiduciary obligations that you might have with respect to the User information); or
 - any User information that infringes the intellectual property rights of, or violates the privacy rights of, any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); or
 - unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; or

- any personal information that is unlawful, obscene, harmful, threatening, harassing, defamatory, or hateful, or that contain objects or symbols of hate, invade the privacy of any third-party, contain nudity, are deceptive, threatening, abusive, inciting of unlawful action, or are otherwise objectionable in the sole discretion of Tradition ; or
- any personal information that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy, or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation overloading, flooding, spamming, mail-bombing, or sending a virus to Tradition ; or
- any personal information that includes code that is hidden or otherwise surreptitiously contained within the User information;
- Use any meta tags or other hidden text or metadata utilizing a Tradition name, trademark, URL or product name,
- Forge any TCP/IP packet header or any part of the header information in any posting, or in any way use Tradition to send altered, deceptive, or false source- identifying information,
- Interfere with or disrupt (or attempt to interfere with or disrupt) any Tradition Capital or Tradition Advisers web page, server, or network, or the technical delivery systems of Tradition Capital’s providers, or disobey any requirements, procedures, policies, or regulations of networks connected to Tradition. Attempt to probe, scan, or test the vulnerability of any Tradition systems or networks or breach or impair or circumvent any security or authentication measures protecting Tradition;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide Tradition’s services;
- Attempt to access, search, or meta-search Tradition or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by Tradition, or other generally available third- party web browsers, including without limitation any software that sends queries to Tradition to determine how a website or web page ranks;
- Violate the terms of service or any other rule or Agreement applicable to you or Tradition’s inclusion in, reference to, or relationship with any third party or third-party site or service, or your use of any such third-party site or service;
- Collect or store personal information about other users without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;
- Solicit any User for any investment or other commercial or promotional transaction;
- Violate any applicable law, regulation, or ordinance;
- Scrape or copy information through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Use, launch, or permit to be used any automated system, including without limitation "robots," "crawlers," or "spiders"; or
- Copy or use the information, content or data on Tradition in connection with a competitive service (as determined by Tradition);
- Monitor Tradition’s availability, performance or functionality for any competitive purposes;
- Use Tradition or content on its media in any manner not permitted by these Terms and Conditions of Use.
- Copyrighted Materials: No Unauthorized Use is permitted. If you become aware of misuse of Tradition or content thereon by any person, please contact Tradition to report any abuse. Tradition has adopted and implemented a policy that provides for the termination of Accounts of Users who infringe the rights of copyright holders.

7. General Terms

If any provision of any Investment Advisory Agreement or this declaration of Terms and Conditions, is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, that Agreement, or that provision of these Terms and Conditions, will be considered divisible as to such provision and such

provision will be inoperative in such state or jurisdiction. The remaining provisions of said Agreement will be valid and binding and of full force and effect as though such provision was not included.

Neither party may assign any Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of Tradition will not be considered an assignment. Notwithstanding this assignment prohibition, we reserve the right to appoint and designate the operation of any agreement or any contract and the management of assets, in our full discretion, directly to any other service or division of Tradition.

We reserve the right to change Terms and Conditions of Use and we agree that changes cannot be retroactive. If you don't agree with these changes, you must stop using Tradition.

You agree the only way to provide us legal notice is at the address provided in Section 9.5.

8. International Use

Tradition Advisers is only for use in the United States.

8.1 Tradition Advisers is only available for use in the United States. We make no representation that any service of Tradition is appropriate or available for use outside the United States. Similarly, we make no representations that accessing Tradition from locations outside the United States is legal or permissible by local law. If you access Tradition from areas outside of the United States, you do so at your own risk and are yourself responsible for compliance with local laws.

9. Miscellaneous

9.1 Indemnification

You agree to use our services according to any Agreement and the Terms and Conditions of Use, which govern access to and use of any assigned Website such as www.traditionadvisers.net, traditioncm.com and traditionadvisers.com. You will defend, indemnify, and hold us and our Affiliates harmless from: a) all obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages, and expenses, including but not limited to attorneys' fees, expenses, and court costs, paid, suffered, incurred, or sustained by us or our Affiliates arising out of or in connection with any misrepresentations or omissions made by you in any Agreement or use of the assigned utilities provided by Tradition, b) any inaccuracies in the information that you provide to us, c) your failure to comply with the terms of any Agreements, or, d) any instructions that you provide to us in connection with your Assets.

9.2 Non-Exclusivity

You understand and agree that Tradition acts as an investment adviser for other Clients and will continue to do so. We may render investment advice to others. We and our Affiliated persons and employees may take the same or similar positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or sell for our other clients' and our own accounts, except as so constrained by any internal policy of Tradition governing its business.

9.3 Communication

Any required notice or other communication given to you or us in connection with any Agreement must be made through the Website or by email. Our contact information for this purpose is support@traditioncm.com, or such other electronic address as we may utilize from time to time. Your contact information for this purpose is the email address you have provided to us on the Website.

You hereby consent to receiving communications from us through the Website, by email or other similar means of electronic delivery without also receiving paper copies. It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality over the Internet. You agree to hold us and our Affiliates, successors, and assigns free from any damages related to or arising from the

delivery of electronic communications.

9.4 Feedback

Your feedback is welcome and encouraged. You may submit feedback by emailing us at support@traditioncm.com. You agree, however, that (i) by submitting unsolicited ideas to Tradition or any of its employees or representatives, by any medium, including but not limited to email, written, or oral communication, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) such unsolicited ideas automatically become the property of Tradition. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to Tradition together with all intellectual property rights therein. In addition, you warrant that all moral rights in any feedback have been waived, and you do hereby waive any such moral rights.

9.5 Questions

This document constitutes Tradition's complete Terms and Conditions of Use for Tradition Advisers and related services

If you have questions about these Terms and Conditions of Use or about Tradition or content thereon, please contact Tradition at support@traditioncm.com.

You can also contact Tradition by phone at (908) 598-0909 or via physical mail at:

Tradition Capital Management, LLC

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Summit, NJ 07901