

1834 Investment Advisors Co. Website Terms of Use

Last updated December 2, 2022

Welcome to the website ("Site") for 1834 Investment Advisors Co. ("1834 Investment Advisors", "we," "our," or "us"). By using this Site, you acknowledge that you have read and agree to these Terms of Use ("Terms"), including the Privacy Policy incorporated below. These Terms contain important provisions regarding use of the Site, intellectual property rights, warranty disclaimers, waiver of certain damages, indemnification, governing law and similar important clauses impacting your legal rights. You are encouraged to read the entire Terms before using this Site.

If you do not agree with the Terms, then please do not use the Site. 1834 Investment Advisors reserves the right, in its sole discretion, to update or modify these Terms from time to time. 1834 Investment Advisors will make commercially reasonable efforts to notify you of any material changes to these Terms however 1834 Investment Advisors is not obligated to. You waive any right you may have to receive specific notice of such changes to these Terms except for changes to our agreement to arbitration, which is discussed more fully below. You are responsible for regularly reviewing these Terms. Your continued use of the Site following such notice shall be deemed your acceptance of the updated Terms.

MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER.

These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Site or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator's decision will be subject to very limited review by a court. For more details, see below.

Acceptable Use

You must be at least eighteen (18) years of age to use this Site. If you are eighteen (18) years of age or older, you may access this Site for your own personal, internal use in accordance with these Terms. All other uses are prohibited.

1834 Investment Advisors desires to promote safe security practices on the Site. As such, you may not violate or attempt to violate the security of the Site. To this end, you agree not to: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iv) attempt to interfere with service to any user, host, or network, including without limitation, by means of submitting a virus to the Site, overloading, "flooding", "mailbombing", or "crashing" the Site.

Furthermore, you may not use the Site for or in connection with any of the following activities:
(a) transmitting or relaying spam or other unauthorized or unsolicited communications, spoofing or otherwise impersonating any person or entity, or falsely stating or otherwise misrepresenting your

identity or affiliation in any way; (b) using the Site for any fraudulent or illegal purpose or to encourage conduct that would be considered fraudulent or illegal; (c) e-mailing, uploading, or otherwise transmitting or using the Site in furtherance of the use, distribution, or transmission of any unlawful, harassing, defamatory, tortious, libelous, sexually explicit, obscene, hateful, racially, ethnically, or otherwise objectionable material of any kind; (d) transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise limit, interfere with, or impair a computer's functionality or the operation of the Site or surreptitiously intercept or expropriate any system, data or information related to the Site or any computer hardware, software or other equipment that is owned, leased or used by 1834 Investment Advisors; and (e) using any robot, spider, scraper or any other automated means or device designed to provide repeated or automated access to the Site for any purpose.

1834 Investment Advisors reserves the right to investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who have participated in such violations.

Your Content

You are responsible for your activities on this Site and for all content that you post or submit through this Site. You certify that any information and/or material you post or provide to 1834 Investment Advisors by means of the Site is truthful, accurate, not misleading, not confidential property of others, not in violation of any other third party's rights, and offered in good faith.

Privacy Policy

Your use of the Site is subject to the 1834 Investment Advisors Privacy Policy, a copy of which can be accessed here www.1834investmentadvisors.com. The Privacy Policy is incorporated into and made a part of these Terms. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet.

Third Party Intellectual Property Rights

1834 Investment Advisors takes reasonable precautions to honor the intellectual property rights of third parties. Accordingly, you agree not to use the Site to: (i) transmit or post any content or materials that are copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner; (ii) transmit or post any content or materials that reveal trade secrets, unless you own them or have the permission of the owner to transmit them; or (iii) transmit or post any content or materials that infringe on any Intellectual Property Rights of others or violate the privacy or rights of publicity of others. The term "Intellectual Property Rights" shall mean, rights under patent, trademark, copyright and trade secret laws, and any other similar intellectual property or proprietary rights.

1834 Investment Advisors Intellectual Property

1834 Investment Advisors places content on the Site for you to view from time to time including, without limitation, text, graphics, photographs, pictures, drawings, animation, audio, video, literature, and any other material distributed by 1834 Investment Advisors on, through, or in connection with the Site. All content and materials on the Site are the property of 1834 Investment Advisors and its respective licensors and are subject to Intellectual Property Rights laws. Except to the minimum extent

otherwise expressly permitted under copyright law, no copying or exploitation of material from the Site is permitted except expressly in accordance with these Terms or with the express written permission of 1834 Investment Advisors and any other applicable copyright owner. You acknowledge that you do not acquire any ownership rights by virtue of downloading copyrighted material from the Site. All rights not expressly granted hereunder are expressly reserved to 1834 Investment Advisors.

Warranty Disclaimer

1834 Investment Advisors uses reasonable efforts to provide this Site and related services. However, you acknowledge that the Internet and electronic communications contain risk, including risk associated with authorized interception and use of data by third parties. Accordingly, 1834 Investment Advisors does not make any representations or warranties as to this Site. THE CONTENT, SERVICES, INFORMATION, AND ACCESS TO THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT. 1834 INVESTMENT ADVISORS DOES NOT WARRANT THAT ANY PART OF THE SITE WILL OPERATE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Waiver of Certain Damages

UNDER NO CIRCUMSTANCES SHALL 1834 INVESTMENT ADVISORS, ITS OFFICERS, DIRECTORS, EMPLOYEES, VENDORS, CONTENT PROVIDERS, AND AGENTS (THE, "1834 INVESTMENT ADVISORS PARTIES") BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SITE, ANY CONTENT AND/OR ANY RELATED SOFTWARE, EVEN IF THE 1834 INVESTMENT ADVISORS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Third Party Sites

The Site may contain links to third party sites or otherwise may make third party sites available for your use. All third party sites are to be used at your own risk. 1834 INVESTMENT ADVISORS IS NOT RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY SITES AND/OR RELATED SERVICES NOR DOES 1834 INVESTMENT ADVISORS MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION YOU MIGHT BE REQUESTED TO GIVE TO THIRD PARTY SITES.

Indemnification

You shall indemnify, defend, and hold harmless the 1834 Investment Advisors Parties from and against any and all damages, claims, actions, costs and expenses (including, without limit, reasonable attorneys fees) resulting or arising from (i) your use of the Site in violation of the Terms; (ii) your violation of law; or (iii) the infringement by you of any Intellectual Property Rights or any publicity, contract or privacy rights of any person or entity.

Termination; Suspension

The Terms are effective until terminated by 1834 Investment Advisors. 1834 Investment Advisors may terminate, restrict, or suspend all or part of your access to the Site and delete any materials or content submitted by you to the Site, at any time, in its sole discretion, without prior notice to you and without any liability to you.

Form ADV

1834 Investment Advisors is a federally registered investment advisor with the U.S. Securities and Exchange Commission. We are required to maintain and update Form ADV annually. For the convenience of our current and prospective clients, we post current versions of Form ADV Part I and II online. These forms contain information about our advisors, services, fees, investment strategies and current business practices. These forms are available in the “Regulatory Filing” Section of our Site.

Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Indiana, excluding its conflicts of law rules, and the United States of America. Except as set forth in the agreement to arbitration and without waiving it, you agree that any dispute arising from or relating to the subject matter of these Terms (including but not limited to if you opt out of the agreement to arbitration) shall be governed in a state court in the State of Indiana located in Evansville, Indiana or the United States District Court for the Southern District of Indiana, Evansville Division, located in Vanderburgh County, Indiana and you hereby consent to the exclusive jurisdiction and venue of any state or federal court in such location, except where the jurisdiction and venue are mandated by applicable assignment.

Waiver and Severability

No delay or omission by 1834 Investment Advisors to exercise any right with respect to the Terms shall impair any such right or be construed to be a waiver by 1834 Investment Advisors. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction, provided, however, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Injunctive Relief

You acknowledge that 1834 Investment Advisors may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, 1834 Investment Advisors shall be entitled, without prejudice to any other rights and remedies that may be sought under the Terms, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Indiana. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be

effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Mandatory Arbitration and Class Action and Jury Trial Waiver

If you have a dispute with 1834 Investment Advisors, we hope to resolve it quickly and easily. First, please contact us as set forth in the “Contact” Section of our Site.

In the event that we are not able to resolve a dispute informally, and with the exception of the claims for injunctive relief by us as described above and otherwise set forth herein, you hereby agree that either you or we may require any dispute, claim, or cause of action between you and us or any third parties arising out of use of the Site, the Services, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether it arose in the past, may currently exist, or arises in the future) (“Claim”) to be arbitrated on an individual (non-class) basis. A Claim also includes any disagreement about whether the terms of this Section are enforceable or valid, the meaning of these Section terms, and whether a disagreement is a dispute subject to binding arbitration as provided for hereunder. The arbitrator will decide all issues, including the arbitrability of disputes, the scope and enforceability of this agreement to arbitrate, and the interpretation of the prohibition of class and representative actions and non-individualized relief. However, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. YOU AND 1834 INVESTMENT ADVISORS EACH AGREE TO WAIVE THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

With respect to all claims and disputes that are not submitted to arbitration pursuant to this Section, you hereby waive the right to a trial by jury to the extent permitted by applicable law and consent to service of process, personal jurisdiction and venue exclusively in a state court in the State of Indiana located in Evansville, Indiana or the United States District Court for the Southern District of Indiana, Evansville Division, located in Vanderburgh County, Indiana.

You and we agree that your use of the Site and Services involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (1) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (2) the applicable statutes of limitations; and (3) claims of privilege

recognized at law. To the extent the arbitrator's code or procedures vary from these arbitration terms, these terms will control. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. The arbitration will be conducted before a single arbitrator with expertise in the substantive laws that apply to the subject matter of the dispute. The arbitrator has the power to award to a party any damages or other relief provided for under applicable law and will not have the power to award any relief to anyone who is not a party to the arbitration.

If this is a consumer-purpose transaction, the applicable rules will be the AAA’s Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. Any decision rendered in arbitration proceedings under these arbitration terms will be final and binding on the parties. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA’s Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys’ fees), unless the arbitrator allocates them differently in accordance with applicable law.

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this arbitration provision, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than reordering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Services, and any other actions with us.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at bancorp@oldnational.com and including in the subject/comment line "Rejection of Arbitration Provision."

Mobile Devices

Some mobile devices may not be capable of accessing the Site in its entirety. 1834 Investment Advisors is not responsible or liable for any errors, inaccuracies, faults, or failures arising from your attempts to access any portion of the Site using any mobile device. Furthermore, you agree that you alone are responsible for all access and connectivity charges imposed by your communications carrier in connection with your use of any mobile device.

Copyright Agent

Pursuant to the Digital Millennium Copyright Act, 1834 Investment Advisors designates the agent below to receive notifications of claimed copyright infringement. If you reasonably believe that your work has been copied in a way that constitutes copyright infringement, you must provide to 1834 Investment Advisors's designated agent all of the following information:

1. an electronic or physical signature of the owner or the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your name, address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the information in your notification is accurate and you are the copyright owner or authorized to act on behalf of the copyright owner.

1834 Investment Advisors' designated agent for notification is David Becker, who may be contacted

at: By Mail:

207 E Michigan St, Suite 200

Milwaukee, WI 53202

By Phone:

414-278-0590

By Fax:

414-278-1294

By E-mail: dbecker@1834investmentadvisors.com

Electronic Contracting

You agree that the Terms and your act of using the Site have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of the Terms on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print the Terms and are encouraged to do so.

Entire Agreement

The Terms constitute the entire agreement between you and 1834 Investment Advisors related to your use of the Site. Any prior agreements, representations, statements, or negotiations with respect to the subject matter of the Terms are superseded by the Terms.