



DPL Financial Partners, LLC
Johnstone Brokerage Services, LLC

Terms and Conditions

I. Agreement

- A. **Acceptance.** The DPL Financial Partners, LLC ("DPL") website (www.dplfp.com, the "Site") is comprised of various web pages, application components, API accessible integrations operated by DPL, and such other functionality and Services as DPL may, in its sole discretion, deploy or make available from time to time. Without limiting the generality of the foregoing, these Terms and Conditions ("Terms") cover any and all use of DPL's software, platform, tools, applications, related services, and any information produced thereby or otherwise received from the Site (the "Services"). The Site and all Services are made available to all users ("You" and "Your") and Your use of the Site, and the Services is conditioned on Your acceptance without modification of these Terms. Your use of the Site constitutes Your express agreement to all such Terms, including any changes thereto that DPL may make from time to time.
- B. **Privacy.** Your use of the Site and the Services, including without limitation, Your interaction with the Site and Services and any disclosure of information by You or information DPL may collect about You, is subject to DPL's Privacy Policy which is available: Privacy Policy. DPL may monitor Your interactions with the Site and the Services including to evaluate the quality of Services You receive, Your compliance with these Terms, security reasons, and/or for other reasons. You agree that these monitoring activities will not entitle You to any cause of action and in no event will DPL or any third party be liable for any costs, damages, expenses, or any other liabilities incurred by You as a result of any monitoring activities.
- C. **Modifications.** DPL reserves the right to change the Site and the Services and their respective components, as well as these Terms and Privacy Policy from time to time in DPL's sole discretion and without notice to You. You acknowledge and agree that it is Your responsibility to review these Terms periodically to learn of any modifications. Your continued access or use of the Site and/or Services after such posting constitutes Your consent to be bound by the modified Terms. In some instances, DPL may agree to provide products and services (including the Services) through customized written agreements in order to accommodate the needs of specific users. In the event of (and only in the event of) an irreconcilable conflict, the terms of such customized written agreements shall supersede these Terms.
- D. **Electronic Communication.** Visiting the Site or sending emails to DPL constitutes electronic communications. You consent to receive electronic communication, and You agree that all agreements, notices, disclosures, and other communications that DPL may provide to You electronically, via email, and on the Site, satisfy any legal requirements that such communications be in writing.

II. Access.

- A. **Accounts.** Certain features, access, and/or Services offered on or through DPL's Site may require You to create an account (including username and password). You represent and warrant that any information You provide to register for an account is accurate and that You are authorized to convey such information. You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer. You agree to accept responsibility for all activities that occur under Your account or password. You may not assign or otherwise transfer Your account to any other person or entity. You acknowledge that DPL is not responsible for third-party access to Your account that results from Your

failure to keep this information secure and confidential. You agree to notify DPL immediately of any unauthorized use of Your account or password or any other security breach. DPL and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in DPL's sole discretion. If You have reason to believe that Your account is no longer secure, then You must immediately notify us at: service@dplfp.com.

B. Eligibility. You represent and warrant that:

1. You are at least 18 years old;
2. You have not previously been suspended or removed from using the Services by DPL;
3. Your use of the Site and Services is and will be in compliance with all applicable laws and regulations and these Terms. If You are using the Service on behalf of an entity, organization, or company, You represent and warrant that You have the authority to bind that organization to these Terms and You agree to be bound by these Terms on behalf of that organization.

C. Conditions of Use. DPL reserves the right to modify the ways in which the Site and the Services operate, including the manner and style in which any Output or other information DPL provides through the Site and Services is made available. Such limitations and restrictions may include, without limitation, restricting Your access to the Service or access to certain aspects of the Site including:

1. **By Subscription.** On-going access to and use of some of the parts of the Site and/or DPL Services is or may become subject to Your maintaining a fully paid-up subscription in good standing. If You fail to properly maintain a required subscription for a Service, You may not be able to access the associated Services or aspects of the Site covered by that subscription.
2. **By Function.** In some cases, DPL Services makes information available to You (including information that may be based in whole or in part on Your User Content). DPL reserves the right to limit the forms that such Output or other information is made available to You. DPL further reserves the right to modify DPL Services and information (including Output format) offerings at any time without notice to You.
3. **By Time.** DPL reserves the right to limit the amount of time that Output or other information provided to You through the Services is available. Some Output or other information may be time sensitive.
4. **By Timing of Service.** DPL does not provide any assurances that changes (including to third-party information or circumstances) will not affect the accuracy or validity of any Output or other information provided to You through the Site or Services. Pricing (if any) for Services is subject to change.

D. Termination/Access Restriction. DPL reserves the right, in its sole discretion, to terminate Your right to access or use the Site and/or any Services or any portion thereof at any time, without notice to You for violating any of these Terms or for any other reason whatsoever. You agree to continue to be bound by this Agreement regardless of any such termination. You may voluntarily terminate Your account at any time by contacting customer service at service@dplfp.com. No such termination shall, however, affect any existing obligation or liability You may have to DPL or any other third party. DPL makes no commitment to maintain the Site in its current form or to continue to offer any Site service indefinitely.

E. Software. When You use certain features of DPL's Site, such as online features (where available), You may be required to have or have access to special software, applications, and/or access to the Internet. DPL makes no representation or warranty that any software or application installed on Your equipment, downloaded from the Service, or available through the Internet does not contain a virus or other harmful feature. It is Your sole responsibility to take appropriate precautions to protect Your equipment from damage to its software, files, and data as a result of any such virus or other harmful feature.

- F. NEITHER DPL NOR ANY PROVIDING PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.
- G. **Cookies.** You acknowledge that accessing certain websites (including DPL's Site) through the internet may result in a "cookie" or other information or files being placed on Your computer system in connection with Your use of those websites. Cookies are small files stored on a computer's hard drive to simplify and improve a user's Web experience. If You don't want them to be placed on Your computer system, it is Your responsibility to disable or restrict the placement of cookies through whatever procedures are available on Your browser.
- H. **Multi-Factor Authentication.** DPL employs multi-factor authentication (MFA) using SMS Text Messaging as a method of granting access to non-public information on the DPL websites. While extremely rare, phone carriers may charge for text messages and data, so MFA messages are only sent once per login and only if text messaging is chosen as the validation method. The phone numbers used for MFA shall not be shared with third parties or affiliates. When selecting a secondary form of authentication for logging in to the DPL site the user may opt-in by selecting the SMS option. You may opt-out at any time by replying "STOP" to any message.
- I. NEITHER DPL NOR ANY PROVIDING PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

III. Use of the Site/the Services.

- A. **Permitted Use.** You understand, acknowledge, and agree that Your right to use the Site and the Services is at all times conditioned on and restricted in accordance with the following: As a condition:
 - 1. As a condition of Your use of the Site, You warrant to DPL that You will not use or permit the Site or the Services to be used for any purpose that is unlawful or prohibited by these Terms.
 - 2. You agree not to access the Site or the Services except in a manner consistent with the processes DPL makes available or to extract or attempt to extract any information from the Site or Services to which You are not expressly entitled (including without limitation for use in any way to duplicate or interfere with the DPL Site or Services).
 - 3. You agree to use the Site and Services solely for the purposes for which they are intended (including as described by DPL in the materials associated with the Site and Services or as marked or indicated in the Services) and for no other use.
 - 4. You agree never to copy, save, reproduce, alter, compile, reverse engineer, decompile, deconstruct, modify, reformat, create derivative works from, rent, lease, loan, sell, upload, transmit, distribute or publicly display any of information or Content that DPL makes available, the Site, the Services, or the processes through which DPL provides its Services without DPL's prior written consent, which DPL may grant or withhold in DPL's sole discretion.
 - 5. You agree never to data mine, scrape, crawl, or use any robot or other automatic device, script, technology, or process(s) that sends automated queries to DPL's Site or Services or use other similar methods or tools, to gather or extract information from DPL's Site or Services.
 - 6. You agree never to use the Site or the Services or in a manner that the Site or the Services or information available on or through DPL's Site or Services can be used by or will become usable by a listing product or service or any other offering taking advantage of or exploiting in any way the DPL Site or Services, or which provides services or products to any third party or which is

intended to create, or which actually results in the creation of, a database or collection of data, or the display of any services by You or any third party.

7. You agree not to modify the manner in which the Site or the Services are displayed or to use any device, software, or routine to interfere or attempt to interfere with the proper functioning or display of the Site or the Services.
8. You agree not to resell the information on the Site or the Services either on a stand-alone basis or embedded or incorporated as part of a service or product without explicit written agreement with DPL.
9. You agree not to use the Site or the Services to post any information that has the effect of doing any of the following: (i) uploading or implementing any virus, worm, or other harmful, malicious or disabling code or device ("Malware"), (ii) violating, infringing, misappropriating or otherwise interfering with any intellectual property or other rights of DPL or third parties; (iii) posting content which is unlawful, harmful, abusive, hateful, obscene, threatening, objectionable, libelous or defamatory; and/or (iv) violating or attempting to violate any statute, law or regulation.
10. You agree that the Site and Services provided by DPL are not intended for use in or integration into third-party programs or services. You agree not to use, incorporate, or combine DPL Services or Content with or into any third-party services, platforms, or programs or into third-party services or programs that compete with products or services provided by DPL without the written consent of DPL.
11. You agree not to use the Site or the Services in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use of the Site or the Services.
12. You agree not to delete or alter any proprietary right notifications. s. Protected Content is intended solely for Your personal use. You agree that You do not acquire any ownership rights in any protected Content. DPL does not grant You any licenses, express or implied, to the intellectual property of DPL or DPL's licensees except as expressly authorized by these Terms.

B. Access to Third Party Sites/Third Party Services/Information provided by Third Parties.

1. The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of DPL and DPL is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. DPL is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by DPL. DPL makes no representations and warranties regarding non-DPL sites or the companies maintaining them. You will need to make Your own independent judgment regarding Your interaction with these Linked Sites.
2. Certain information, data, and Outputs made available through the Site are or may be delivered in whole or in part by third-party sites and organizations. Such third-party information is made available as a convenience to You. Except as may otherwise be agreed in writing, DPL expressly disclaims any liability for the inaccuracy of any information, data, or Output created through the Site or the Services that involves input from a third-party organization.

C. Submissions to DPL.

1. Other than Your personally identifiable information, any information, ideas, questions, comments, proposals, or materials that You submit to DPL, such as for marketing, advertising, promotions, contests, products, services, devices, processes, trademarks, logos, artwork, music, photos, or videos ("Submissions"), via electronic transmission or otherwise, will be considered non-confidential and non-proprietary. By submitting any Submissions, You grant to DPL a perpetual, irrevocable, worldwide, royalty-free right and license to use, modify, publish, disclose, or exploit the Submission at DPL's sole discretion
2. By using any information, functionality, or Service originating from the Site, subject to DPL's Privacy Policy, You hereby acknowledge and consent that DPL may share such information and data with any third party with whom DPL has a contractual relationship to provide the requested product, service or functionality on behalf of Site users and customers. Information and data made available to DPL and authorized by DPL clients and members through Your use of the Site and the Services may be made available to designated third parties for the purpose of supporting the provision of Services and maintaining security.
3. DPL reserves the right to use information about the general use of the Site and the Services as well as aggregated/anonymized data or information collected by the Site and the Services for any purpose.

IV. Intellectual Property

- A. **Grant.** Subject to compliance with these Terms, You are granted a limited, non-exclusive, non-transferable, revocable personal right to access and use the Site and the Services strictly in accordance with these Terms. You understand and agree that Your right of use granted hereunder is limited to the use for which the Site and the Services were intended and is personal to You and limited to Your internal use for Your internal benefit. As between DPL and You, any intellectual property rights not expressly granted herein are reserved by DPL.
- B. **Content.** All content included as part of the Site and Services, such as text, graphics, logos, images, video, and sounds (collectively, "Content"), as well as the design structure, selection, coordination, expression, "look and feel" and arrangement of such Content, and any software used on the Site, are the property of DPL (or its suppliers) and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such contrast and will make any changes thereto.
- C. **Output.** In some instances, use of the Site or the Services, sometimes in combination with processes or information provided by You ("User Content"), may be used to create newly processed information ("Output") which may then be displayed or otherwise made available to You. In such cases, unless otherwise agreed in writing, You shall retain the right to use any Output for any use not in violation of these Terms. In some instances, disclaimers may be included in the Output and You agree to abide by and not remove such copyright notifications. You acknowledge and agree that DPL cannot reasonably be aware of how a third party may use DPL Services or any Output created. You agree that DPL shall not be liable for and DPL disclaims any and all liability to third parties with respect to Your use of the Site and the Services and any Output generated by You. You expressly agree to make any third party that You permit to obtain such Output that DPL's Site and Services and any Output are governed by these Terms. To the extent that DPL includes disclaimers, copyright notifications, trademarks or other inscriptions or comments on DPL-supplied Output or Services, You expressly agree not to remove those items.

- D. **Incorporation into Third Party Materials.** You agree not to incorporate the Site, the Services, or any Output You generate into services, products, or materials provided by or to third parties – each a “Third Party User.” DPL disclaims any and all liability to You or third parties with respect to any such activities or Your breach of this Section.
- E. **Digital Millenium Copyright Act (DMCA).** DPL’s DMCA policy is available on our website.

V. Disclaimers, Limitations, and Indemnification.

- A. **Disclaimer.** WITHOUT LIMITING ANY OTHER DISCLAIMERS HEREUNDER, THE SITE AND ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". TO THE GREATEST EXTENT PERMITTED BY LAW, DPL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING WITHOUT LIMITATION, WITHOUT LIMITING ANY OTHER DISCLAIMERS HEREUNDER, THE SITE AND ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". TO THE GREATEST EXTENT PERMITTED BY LAW, DPL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING WITHOUT LIMITATION, OR GOODS REQUESTED THROUGH THE USE OF THE SITE SERVICES, OR THAT THE SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- B. **Limitations of Liability**
 - 1. THE GREATEST EXTENT PERMITTED BY LAW, NEITHER DPL NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY ACTING THROUGH YOU FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, OUTPUT OR OTHER PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES OR ANY INFORMATION PROVIDED OR GENERATED THEREBY, EVEN IF DPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DPL’S TOTAL LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO DPL BY YOU FOR SERVICES WITHIN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.
 - 2. THE INFORMATION, CONTENT, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS INCLUDING PRODUCT DESCRIPTIONS, PRICING, PROMOTIONS, OFFERS AND AVAILABILITY. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. DPL AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND OR CHANGES TO THE SITE AT ANY TIME WITHOUT NOTICE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST DPL FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT OR SERVICE IS TO STOP USING THE SITE OR ANY SUCH CONTENT. DPL RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES, OR OMISSIONS, AND TO CHANGE OR UPDATE INFORMATION OR CANCEL ORDERS BASED ON INACCURATE SITE INFORMATION (INCLUDING AFTER YOU HAVE SUBMITTED YOUR ORDER.)
- C. **Indemnification.** You agree to indemnify, defend and hold harmless DPL, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses relating to or arising out of Your use or inability to use the Site or Services, Your violation of any terms of this Agreement, Your violation of any rights of a third party, or Your violation of any applicable laws, rules, or regulations, or Your use of any information generated by or made available to You by or through the Site or the Services. Such obligation shall apply regardless of DPL’s negligence or delay. DPL reserves the right at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with DPL in asserting any available defenses.

- D. No Investment Advice.** All of the information provided through the Site and the Services (including any Output) is for informational purposes only, You should not construe any such information or other material as legal, tax, investment, financial, or any other type of advice. Nothing contained in the Site or the Services constitutes a solicitation, recommendation, endorsement, or offer by DPL or any third-party service provider to buy or sell any securities or other financial instruments. All information provided through the Site and the Services is information of a general nature and does not address the circumstances of any particular individual or entity. Nothing in the Site constitutes professional and/or financial advice, nor does any information on the Site constitute a comprehensive or complete statement of the matters discussed or the law relating thereto. DPL expressly disclaims any and all fiduciary obligations created by virtue of any person's use of or access to the Site, the Services, or any information conveyed through them. You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any information provided by the Site or Services. In exchange for using the Site and Services, You agree not to hold DPL, its affiliates, or any third-party service provider liable for any possible claim for damages arising from any decision You make based on information made available to You through the Site and the Services.

VI. Miscellaneous.

- A. Force Majeure.** DPL will not be liable for any failure or delay in the availability of the Site, Services, or any other performance of DPL's obligations under these Terms on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, adverse weather conditions, failure of required third party services or software, or any other cause that is beyond DPL's reasonable control.
- B. No Third-Party Beneficiaries.** Except with respect to the indemnification obligations provided for above, nothing in these Terms shall be deemed to create any third-party beneficiary rights. No third party shall have any right to any remedy, claim, liability, reimbursement, or cause of action against DPL as a result of this Site, Services, or Output provided to You.
- C. Laws.** You agree to use the Services only in a manner that complies with applicable Federal, state, and local laws. To the maximum extent permitted by law, these Terms are governed by the laws of the Commonwealth of Kentucky and You hereby consent to the exclusive jurisdiction and venue of courts in the Commonwealth of Kentucky in all disputes arising out of or relating to the use of the Site or the Services.
- D. Waiver.** These Terms may only be waived by DPL through a written agreement executed by DPL that specifically identifies the term being modified or waived and any deviation from these Terms based on Your order form, purchase order, or other similar document is expressly disclaimed. You may not assign Your rights or obligations under these Terms to a third party without DPL's written consent and unauthorized attempts to assign are void.
- E. Contact Information.** If You have questions about these Terms or DPL, You may contact DPL by email at service@dplfp.com or in writing to:

DPL Financial Partners
1906 Stanley Gault Parkway
Louisville, KY 40223