## **TERMS OF USE**

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## LIMITATION OF LIABILITY

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#### **INDEMNIFICATION**

You agree to defend, indemnify and hold Westfield Wealth Management, LLC, its members, officers, employees and their affiliates harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. You shall cooperate as fully as reasonably required in the defense of any claim. Westfield Wealth Management, LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Westfield Wealth Management, LLC. This obligation will survive the termination of this Agreement.

# IMPORTANT CONSUMER INFORMATION

- 1. An investment adviser or investment adviser representative may only transact business in a particular state after licensure or satisfying qualifications, requirements of that state, or only if they are excluded or exempted from the state's investment adviser or investment adviser representative requirements, as the case may be.
- 2. Follow-up, individualized responses to consumers in a particular state by an investment adviser or investment advisor representative that involve either the effecting or attempting to effect transactions in securities or the rendering of personalized investment advice for compensation, as the case may be, shall not be made without first complying with the state's investment advisor, or investment advisor representative requirements, or pursuant to an applicable state exemption or exclusion.
- For information concerning the licensure status or disciplinary history of an investment adviser or investment adviser representative, a consumer should contact his or her state securities law administrator.
- 4. A copy of the Westfield Wealth Management, LLC written disclosure brochure (Form ADV Part 2A) is available upon request.

## **CONFIDENTIALITY**

You acknowledge that transmission to and from this Web Site are not confidential and your communications may be read or intercepted by others. Persons contacting Westfield Wealth Management, LLC through this Web Site should not send sensitive, privileged, or confidential information. You acknowledge that by submitting communications to Westfield Wealth Management, LLC, no confidential, fiduciary, contractual or other relationship is created between you and Westfield Wealth Management, LLC other than pursuant to this Agreement.

# **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws provisions, sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the State of New Jersey. Any cause of action you may have with respect to your use of this Web Site must be commenced within one (1) year after the claim or cause of action arises.

# **NO PARTNERSHIP**

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

# WAIVER

The failure by Westfield Wealth Management, LLC to enforce any provision of this Agreement shall not constitute a waiver of any provision or right.

# **SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

## **CONTACT**

If you have any questions about these Terms of Use, you can contact Westfield Wealth Management, LLC, 200 South Avenue East, Suite 303, Cranford, New Jersey 07016.