**Preferred Client Group, LLC**

**Website Terms of Use**

**Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Preferred Client Group, LLC (“Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “Terms of Use”), govern your access to and use of www.preferredclientgroup.com, including any content, functionality, and services offered on or through [www.preferredclientgroup.com](http://www.preferredclientgroup.com) (the “Website”). Any domain not beginning with [www.preferredclientgroup.com](http://www.preferredclientgroup.com) is not covered by these Terms of Use and the Company is not liable or responsible for the content and use of these third-party sites.

By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at[www.preferredclientgroup.com](http://www.preferredclientgroup.com)/privacy incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

**Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. It is your responsibility to become aware of any changes, as they are binding on you.

**Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

To access the Website or some of the resources it offers, you may be asked to provide certain personal information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide on this Website is governed by our *Privacy Policy* http://preferredclient group.com/privacy/ and, by providing this information, you consent to the Privacy Policy.

**Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Unauthorized use of any content will result in legal action.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

* Your computer may temporarily store copies of such materials in RAM
* You may store files that are automatically cached by your Web browser for display enhancement purposes.
* You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

* Modify, delete or alter any material, including copyright, trademark, or other proprietary rights notices from this site.
* Access or use for any commercial purposes any part of the Website or any related services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. **Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.**

**Trademarks**

The Company name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

**Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to:

* Transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
* Impersonate or attempt to impersonate the Company or any agents, employees, or affiliates of the Company.
* Engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.
* Use any robot, spider, or other automatic device, process, automatic means or manual process to access the Website for any purpose.
* Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is technologically harmful.
* Otherwise attempt to interfere with the proper working of the Website.

**Information About You and Your Visits to the Website – Privacy Policy**

All information we collect on this Website is subject to our Privacy Policy [http://preferredclient group.com/privacy/](http://preferred/privacy/). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**Geographic Restrictions**

The owner of the Website is based in the State of New Jersey in the United States. We provide this Website for use only by persons located in the United States, and it may only be available to people located in the United States.

**Disclaimer of Warranties – Reliance on Information**

No advice or information, whether oral or written, obtained from or through our Websites, products or services will create any warranty not expressly made herein. The foregoing exclusions of warranties do not apply to the extent prohibited by applicable law.

**The Website is not a substitute for seeking financial advice concerning your specific circumstances from a qualified attorney, accountant, investment or other professional advisor.** As a courtesy, we make efforts to ensure the accuracy of information provided, but the accuracy of information on the Website is not guaranteed and may be subject to change without notice, and revisions to material posted on the Website may not be made immediately following any such change. While the Website (i) may display language or features from an insurance policy/policies or a variable annuity contract/contracts; or (ii) may summarize certain features of an insurance policy/policies; or (iii) may provide information about advisory or brokerage accounts, nothing stated in the Website modifies, alters, or supplants the terms of any insurance policy or annuity contract, or any advisory or brokerage account statements or information, in any way, nor should such content be construed as such.

The Content contained on the Websites is not intended, in any manner, as an official brokerage or mutual fund statement, quarterly performance report or a record of policy values.

Any performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than the original cost. The values represented on the Website may not reflect the true original cost of your initial investment. You should not rely on this information for any financial decision making. You are encouraged to review and maintain the official source document(s) provided by the account or policy custodian(s). Those source documents may contain notices, disclosures and other important information and may also serve as a reference should questions arise regarding the accuracy of the information in this report. Always refer to these source documents for lending, legal or tax purposes.

REFERENCE TO A FUND OR SECURITY INCLUDED ANYWHERE ON OUR SITES IS NOT A RECOMMENDATION TO BUY, SELL, OR HOLD THAT, OR ANY OTHER SECURITY.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE.

**Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Website.

**Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey, in each case located in the City of Bloomfield, and County of Essex . You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts

**Limitation on Time to File Claims**

TO THE EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use, and our Privacy Policy constitute the sole and entire agreement between you and Preferred Client Group, LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**Not Legal, Tax, or Investment Advice**

**We are not providing specific insurance, tax or investment advice to any individual viewing the content of the Websites. The content on the Websites is not intended and should not be construed as legal or tax advice.**

The content provided does not constitute a solicitation of an offer to buy or an offer to sell financial or insurance products.

For information that is specific to your situation, consult with your attorney or tax advisor. The material provided on the Sites, including the blogs, is intended to potentially assist you in planning for your future and insurance planning. We are not responsible for the consequences of any decisions or actions taken in reliance upon or as a result of the content made available on the Websites.

All rights not granted herein are expressly reserved to the owner of the Website.

**Contact Us**

To ask questions or comment about this statement and our privacy practices, contact us at:

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[DCerchio@preferredclientgroup.com](mailto:DCerchio@preferredclientgroup.com)

908-272-3722

To register a complaint or concern, please contact David Cerchio at [Dcerchio@preferredclientgroup.com](mailto:Dcerchio@preferredclientgroup.com).