

## Terms of Use

Last updated and effective as of October 15, 2023

This website is operated by Capital Investment Advisors, LLC (referred to in these Terms of Use as “we,” “us” or “our”). Your access and use of any website where these Terms of Use are posted, including the websites that you may access using your mobile electronic device (collectively, “Sites”), and your access and use of the services provided through the Sites (“Services”) are governed by and subject to these Terms of Use (“Terms”).

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### Legal Agreement

These Terms are a legal agreement between you and us, and they contain important information regarding your legal rights, remedies and obligations. **By accessing, browsing, or otherwise using any portion of any Sites or any of the Services, you acknowledge that you have read and understand these Terms, and you agree to be bound by these Terms. If you do not agree to these Terms, you may not access, browse or otherwise use any portion of the Sites or the Services, and you must discontinue all use of the Sites and the Services immediately.**

### Effective Date; Modifications

These Terms are effective as of the “last updated and effective” date set out at the top of this page. We reserve the right to modify, suspend, refuse or terminate, in our sole discretion, at any time, temporarily or permanently, for any or no reason, and without notice or liability to you, any portion of the Sites and any of the Services.

We reserve the right to modify these Terms and any other guidelines or policies affecting the Sites at any time, and all modifications will become effective upon the earlier of (1) posting of the revisions on the Sites, or (2) distribution of the revisions by electronic mail. Your continued use of any of the Sites or the Services after the effective date of any modifications means that you accept and agree to all such revisions. Please visit this page on a regular basis and check the “last updated and effective” date at the top of this page to

ensure that you are familiar with the most recent version of these Terms. You can address your questions or concerns regarding these Terms to [info@yourwealth.com](mailto:info@yourwealth.com).

## Additional Terms

We have established and may establish in the future certain additional policies pertaining to specific content or events (“Additional Terms”). Such Additional Terms include, without limitation, our Privacy Policy. Our Privacy Policy explains how we may collect, use, share and protect information that we learn about you as a result of your interaction with us through the Sites and/or the Services. These and all other Additional Terms constitute a part of these Terms and are hereby incorporated by reference into these Terms. By agreeing to these Terms, you are also acknowledging and accepting the terms of our Privacy Policy and all other Additional Terms. In the event of a conflict between any provisions of these Terms and a provision of any of the Additional Terms, the provisions of these Terms govern.

We engage other companies to provide or facilitate some of the functions of the Sites and some of the Services, including, without limitation, website hosting and e-mail communications. These companies may maintain their own terms of service, which are not under our control. For example, we use Wordpress to host the website. Wordpress’ Terms of Use can be found at the following link: <https://wordpress.com/tos/> and Wordpress’ Privacy Policy can be found at the following link: <https://automatic.com/privacy/>. We use HubSpot and Salesforce for email and communications services. HubSpot’s Legal Documents, including the Terms of Service, can be found at the following link: <https://legal.hubspot.com/legal-stuff> and HubSpot’s Privacy Policy can be found at the following link: <https://legal.hubspot.com/privacy-policy>. Salesforce’s Legal Documents, including the Terms of Service, can be found at the following link: <https://www.salesforce.com/company/legal/> and Salesforce’s Privacy Policy can be found at the following link: <https://www.salesforce.com/company/privacy/>. We use WooCommerce to help facilitate online payments for certain transactions. WooCommerce’s Terms of Service can be found at the following link: <https://wordpress.com/tos/> and WooCommerce’s Privacy Policy can be found at the following link: <https://automatic.com/privacy/>. We use Calendly to help schedule appointments and meetings. Calendly’s Terms of Service can be found at the following link: <https://calendly.com/terms> and Calendly’s Privacy Policy can be found at the following link: <https://calendly.com/privacy>. We use Black Diamond Wealth Platform to help with portfolio management. Black Diamond Wealth Platform’s Privacy Policy can be found at the following link: <https://www.advent.com/privacy/>. We encourage you to review these third-party companies’ privacy policies, however, these companies and their practices are not under our control.

## Links to Third-Party Websites

The Sites may contain links to websites of third parties. If you use these links, you will leave the Sites. These third parties and their websites are not under our control. By providing links to these websites, we do not approve, warrant or endorse, or otherwise make any representation about, these websites or their owners or operators, and do not assume any related responsibility or liability. **You should exercise your own judgment in evaluating and using these websites. When you link to these websites, you become subject to their terms and conditions of use, their privacy policies and their policies on collection, use and disclosure of your personal information.** For example, we may link to third party websites and services such as Facebook, Twitter, YouTube, Instagram, and other websites. These companies may maintain their own terms of service, which are not under our control. Please review each third party’s terms of service and privacy policy on collection, use and disclosure or your personal information.

## Entire Agreement

These Terms constitute the entire agreement between you and us, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us, with respect to your use of the Sites or the Services, and all matters relating to your access or use of the Sites or the Services. A printed version of these Terms and of any notice given in electronic form will be admissible in any and all judicial or administrative proceedings relating to these Terms or the Services, to

the same extent as other business documents and records originally generated and maintained in printed form.

If any part of these Terms is determined to be invalid or unenforceable under applicable law, including, without limitation, the disclaimers, and the limitation of liability and indemnity provisions stated below, then the invalid or unenforceable provision(s) will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will continue in full effect.

Any rights with respect to access or use of the Sites or the Services not expressly granted in these Terms are reserved to us.

## Ownership and Permissions

We, and our respective subsidiaries, affiliated companies, distributors, vendors, contractors, licensors or licensees (“Affiliated Parties”) are the exclusive owners or licensees of all non-user-generated content and materials comprising or made available on the Sites or through the Services (“Site Content”), and of all intellectual property rights, including, without limitation, all copyrights, moral rights, trademark rights and patent rights in the Site Content. The Site Content includes, without limitation, all features, functions, services, software, algorithms, designs, objects, documentation, know-how, code, data, art, graphics, animation, photographs, images, text, music, sound effects, audio and/or audio-visual elements, look-and-feel, design, layout, organization, presentation, user interface, navigation and stylistic convention of the Sites.

The trademark and service-marks Wes Moss™, Capital Investment Advisors™, Retire Sooner™, Retire Sooner Team™ and related marks and logos, and the trade dress of the Sites and the Services (“Site Marks”) are the exclusive property of Capital Investment Advisors LLC or its licensees. Unauthorized use of any the Site Marks, or of any word, term, name or symbol that is likely to dilute any of the Site Marks, or of any word, term, name or symbol that is likely to cause confusion or mistake with respect to the user’s connection or association with Wes Moss, Capital Investment Advisors, and/or Retire Sooner, or our approval or sponsorship of the user’s products or services, is strictly prohibited by law. All other trade names, trademarks and service-marks that appear on the Sites are the property of their respective owners and cannot be used without permission from the owner.

You may access, browse, and use the Sites and the Site Content for your personal, non-commercial use, on a single computer, mobile electronic device or other Internet-compatible device. You do not acquire any ownership interests in any of the Site Content, the Site Marks, and related marks and logos by accessing, browsing or otherwise using the Sites. You may not copy, reproduce, modify, distribute, transmit, display, perform, publish or otherwise exploit, through any means or media, any of the Site Content or the Site Marks, except as may be allowed by law.

## Your Use and Your Content

Certain features of the Sites may allow you to post, upload, transmit or submit certain materials, content or information to the Sites (“Your Content”). **You may not post, upload, transmit or submit to the Sites any of Your Content that you did not create or that you do not have express written permission to post.** By posting, uploading, transmitting, submitting or otherwise providing Your Content to us, you: (1) represent and warrant that [a] Your Content is original to you, [b] you own or otherwise control all of the rights in Your Content, or you have the rights necessary to grant to us the rights and licenses in the following subsections (2) and (3), and [c] Your Content does not violate any rights, including, without limitation, the rights of privacy, of any party and does not otherwise violate the law; (2) grant to us and to the Affiliated Parties (as defined in these Terms), a world-wide, non-exclusive, fully-paid, royalty-free, unrestricted, perpetual, irrevocable, fully transferable, assignable and sub-licensable, through multiple tiers, right and license, but not an obligation, to copy, reproduce, edit, modify, distribute, transmit, display, perform, publish, sell, adapt, create derivative works from, and otherwise use Your Content, and to identify you as the contributor of Your Content, for any purpose that we may choose, in our sole discretion, and through any

means or media, whether now existing or subsequently developed, and without any compensation to, or any approval by, you or any third party, and you waive and agree not to assert any author's rights, "droits morales" or "moral rights"; and (4) agree to indemnify and hold us and each of the Affiliated Parties (as defined in these Terms) harmless from and against any and all claims, actions and damages, including, without limitation, court costs, legal fees, accounting fees and amounts paid in settlement, that are related to Your Content or result from your posting, uploading, transmission or submission of Your Content to the Sites. You will cooperate as fully as reasonably required in the defense of any such claim or action; however, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. **If you do not wish to grant the foregoing rights and licenses, do not post, upload, transmit or submit Your Content on or through any of the Sites or the Services.**

We cannot be responsible for maintaining Your Content, and we may remove Your Content from the Sites at any time, for any and no reason, and without notice to you. We reserve the right, but do not have an obligation, to monitor or review all materials posted to the Sites or through the Services by their users, but we are not responsible for any such materials. We further reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms or applicable law. We may also impose limits on certain features on the Sites or restrict your access to part or all of the features on the Sites, if we believe that you are in breach of these Terms or applicable law, or for any other reason, all without notice or liability.

### **Submission of Your Ideas and Suggestions**

While we encourage you to contact us through the Sites, we wish to avoid any potential misunderstandings or disputes that may arise from the limited use that we, our respective designees or other users of the Sites may make of any ideas or suggestions that you choose to share, or if our content or business activities seem similar to any such ideas or suggestions. When you share ideas or suggestions through the Sites or the Services, including, without limitation, ideas or suggestions for new creative work, or new content ("Submissions"), you thereby grant to us and to our designees a world-wide, non-exclusive, fully-paid, royalty-free, unrestricted, perpetual, irrevocable, fully transferable, assignable and sub-licensable, through multiple tiers, right and license, but not an obligation, to copy, reproduce, edit, modify, distribute, transmit, display, perform, publish, sell, adapt, create derivative works from, and otherwise use your Submissions, for any purpose that we may choose, in our sole discretion, and through any means or media, whether now existing or subsequently developed, and without any compensation to, or any approval by, you or any third party, and you waive and agree not to assert any author's rights, "droits morales" or "moral rights." **If you do not wish to grant the foregoing right and license, do not share, submit or post any Submissions on or through any of the Sites or the Services.**

### **Your Account and Your User Information**

We do not currently offer you the ability to create an account. However, we do use a third-party service and website, Black Diamond Wealth Platform, to provide a client portal. Black Diamond Wealth Platform is an independent service provider, and we cannot control Black Diamond Wealth Platform's use of your data. Black Diamond Wealth Platform's Privacy Policy can be found at the following link: <https://www.advent.com/privacy/>. We encourage you to review Black Diamond Wealth Platform's privacy policies as this company and their practices are not under our control.

### **Charges You May Pay**

When any of our services require that you pay a fee, the corresponding details will be provided in your agreement or an engagement letter with us. For any questions regarding fees, please contact us at [info@yourwealth.com](mailto:info@yourwealth.com).

If you choose to receive notifications from us via text message, if offered by us, please be aware that there are usually costs associated with receiving SMS or MMS messages, which are determined by your carrier.

You should contact your carrier to determine the charges that may apply, before you sign up to receive our updates via SMS or MMS. If you wish to stop receiving such messages from us, at any time, simply write "STOP" in a reply to any message from us. You agree to pay all fees and applicable taxes incurred by you or anyone using Your User Information.

We may, from time to time, modify, amend or supplement our fees and fee-billing methods, and such changes shall be effective immediately upon posting in these Terms, elsewhere on the Sites, or via an amendment to our agreement with you.

## **Prohibited Conduct**

You warrant and agree that, while accessing or using the Sites or the Services, you will not, at any time:

- impersonate any person or entity, or misrepresent your affiliation with any other person or entity, whether actual or fictitious, including any other user of the Sites, Wes Moss, Capital Investment Advisors, Retire Sooner, or any of the Affiliated Parties;
- insert your own or a third party's advertising, marketing, or other promotional content into any of the Site Content, or post, upload, transmit or submit such content as part of Your Content;
- obtain or attempt to gain unauthorized access to any computer systems, materials, information or services available on or through the Sites or the Services, through any means, including, without limitation, through means unintentionally made publicly available or provided on or through the Sites or the Services;
- use any automatic or unauthorized means, including, without limitation, any robots, spiders, scrapers, data mining tools, data gathering or extraction tools, or any other means of accessing, logging-in or registering on the Sites, or obtaining lists of users or other information from or through the Sites, including, without limitation, any information residing on any server or database connected to the Sites;
- use the Sites or any of the Services in any manner that could interrupt, damage, disable, overburden or impair the Sites or interfere with any other party's use and enjoyment of the Sites, including, without limitation, sending mass unsolicited messages or "flooding" servers, or distributing viruses, spyware, malware, or other invasive, malicious or damaging software, code or applications that may harm us, other users of the Sites or their property;
- circumvent any technical measures that we use to provide the Sites and the Services;
- use the Sites or any of the Services in violation of our intellectual property or other proprietary or legal rights, or of the rights of any third party;
- attempt, or encourage or support anyone else's attempt, to circumvent, reverse-engineer, decrypt, or otherwise alter or interfere with, the Sites or any of the Services; or
- post, transmit, publish or otherwise disseminate through the Sites any of Your Content that, as we determine, in our sole discretion: (1) is vulgar, obscene, profane, hateful, or racially, ethnically or otherwise objectionable, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory or otherwise unlawful; "masked" vulgarity, obscenity, profanity, hate or harassment is deemed to be equivalent to any explicit expression through any words, phrases or symbols; (2) infringes on our or any third party's intellectual property or other rights, or otherwise violates any law; (3) is derogatory or harmful to our reputation in any way; or (4) is otherwise inappropriate;
- use the Sites or any of the Services to post, distribute or send any illegal material of any kind, including, without limitation, illegal material in the form of text, graphics, audio, video or programs;
- use the Sites or any of the Services in violation of any law; or
- commercialize any Site Content, or any other part of the Sites or of any of the Services.

## **Linking to the Sites**

You agree that if you include a hyperlink to any of the Site Content, such Site Content will open in a new browser window, in its full HTML-formatted version. You may not link directly to any Site Content, by, for example and without limitation, "in-line" linking or "deep-linking" methods, or in any manner causing any of the linked Site Content to be "framed," surrounded or obfuscated by any third-party content, materials or

branding. We may, at any time and for any or no reason, require that any link to the Site Content be discontinued and removed, and revoke your right to link to the Sites and any of the Site Content.

## **Disclaimers**

We administer, control and operate the Sites from the state of Georgia, United States of America. The Sites may be accessible world-wide; however, some of their features or functions may not be available or appropriate for use outside of the United States or may not be available to all persons or in all geographic locations. We make no representation that the Sites, the Services and the Site Content are appropriate or authorized for use in all countries, states, provinces, counties or any other jurisdictions outside of the United States. Your access and use of the Sites may not be legal in your jurisdiction. If you choose to access, browse or use the Sites, you do so on your own initiative and risk, and you are responsible for compliance with all applicable laws if, and to the full extent that, such laws and restrictions are applicable. We reserve the right to limit, in our sole discretion, the provision of any feature or function of the Sites to any person or in any geographic area.

The Sites provide information of a general nature only and you are responsible for determining whether this information is relevant or applies to you. **We specifically disclaim any and all liability related to any action that you or any other person may take based on any information or guidance provided on the Sites or through the Services.**

Some content of the Sites may be provided by the users of the Sites. With the exception of the limited license granted to us in these Terms, we do not obtain or control any rights in, and do not exert editorial control over, the content provided by users. We do not independently verify the representations and warranties made by the users with respect to such content. Furthermore, despite the provisions in these Terms on Prohibited Conduct, content provided by other users of the Sites may contain inappropriate or offensive material, and viruses, spyware, malware, or other invasive, malicious or damaging software, code or applications may be used to harm you or your property.

**Use of the Internet carries inherent risks and dangers. We do not guarantee that the Sites, the Services and the Site Content are free from these risks and dangers, including, without limitation, viruses, spyware, malware, or other invasive, malicious or damaging software, code or applications of any kind, or that use of the Sites, the Services or the Site Content will not cause damage or loss of any kind.**

**The Sites, the Services and the Site Content are provided “AS IS” and “AS AVAILABLE,” without warranties of any kind, either express or implied, including, without limitation, any warranty with respect to uptime or uninterrupted access, concerning the availability, accuracy or usefulness of the Sites, the Services or the Site Content, and any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title or non-infringement.**

**We do not guarantee the accuracy, timeliness, correctness, completeness, performance or fitness for a particular purpose of the Sites or of any of the Site Content. We do not warrant that the Sites, the Services or the Site Content will be timely, secure, uninterrupted, or operated free of delays in**

transmission, failure in performance, computer viruses, spyware, malware, or other invasive, malicious or damaging software, code or applications, inaccuracies, errors, or defects.

You expressly agree that your use of the Sites and the Services is at your sole risk, that the information contained within the Sites and the Services is offered only for your consideration and should not be relied upon for personal, medical, legal or financial decisions.

No advice, results or information, whether oral or written, obtained by you from us or through the Sites or the Services will create any warranty not expressly made in these Terms.

Some states or jurisdictions do not allow the disclaimer of implied warranties, and the foregoing disclaimers may not apply to you.

If you become aware of any misuse of the Sites or the Services, please contact us, by sending an e-mail to [info@yourwealth.com](mailto:info@yourwealth.com).

### **Limitation of Liability**

You use the Sites at your own risk. To the full extent permitted by law, we assume no responsibility and will not be liable for any damages to, or any viruses, spyware, malware, or other invasive, malicious or damaging software, code or applications, that may infect, your computer equipment or other property on account of your access to, browsing, or use of the Sites, the Services or the Site Content. You are solely responsible for implementing sufficient procedures and anti-virus, spyware and malware tools to satisfy your particular requirements for the accuracy and security of data input and output.

We are not liable for any errors or inaccuracies in, or omissions from, the Sites, the Services or the Site Content that are due to our negligence.

Except as set out below, under no circumstances, including, without limitation, any breach of contract, tort, negligence, strict liability, or liability arising under any other legal or equitable theory, will we or any of the Affiliated Parties be liable for any direct, indirect, special, punitive, incidental or consequential damages that arise out of or in connection with your use of the Sites, any of the Services, or any of the Site Content, or your inability to use the Sites, any of the Services, or any of the Site Content.

Some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages and, in such states or jurisdictions, our liability and liability of any of the Affiliated Parties will be limited to the fullest extent permitted by law.

You acknowledge and agree that your sole remedy for any problems or dissatisfaction with the Sites or the Services is to terminate Your Account and to discontinue all use of the Sites and the Services.

Without limiting the foregoing, in no event will we or any of the Affiliated Parties be liable for any content posted, transmitted, exchanged or received by us or on behalf of any user or other person on or through the sites (including, without limitation, any of your content). In no event will our and the Affiliated Parties' total liability to you for all damages, losses and causes of action exceed, in the aggregate (a) the amount, if any, paid by you to us for your use of the Sites or for any of your activities on the Sites during the three (3) months immediately preceding your claim (excluding the amounts of any charitable contributions made by you or the amounts paid in exchange for goods purchased on the Sites), or (b) One Hundred Dollars (\$100), whichever is greater.

### **Indemnity**

As a condition of your access to, or any other use of, the Sites, or any of the Services or the Site Content,

**you agree to indemnify and hold us and each of the Affiliated Parties harmless from and against any and all claims, actions and damages, including, without limitation, court costs, legal fees, accounting fees and amounts paid in settlement, that are related any claims or demands by any third party for any injuries, losses or damages of any kind, to persons or property, arising, in whole or in part, directly or indirectly, in connection with your access to, or any other use of, the Sites, or any of the Services or the Site Content, your violation of any rights of a third party, your breach of these Terms, or your breach of any law.** You will cooperate as fully as reasonably required in the defense of any such claim or action; however, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **Assignment**

You agree that we may assign any of our rights, and/or transfer, sub-contract or delegate any of our obligations, under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

## **Notice of Claim of Copyright Infringement**

We respect the intellectual property rights of others and require our users to do the same.

To notify us of your claim of copyright infringement related to any content on the Sites, please send a written communication to our Designated Copyright Agent:

10 Glenlake Parkway NE, North Tower  
Suite 1000  
Atlanta, GA 30328

E-mail: [info@yourwealth.com](mailto:info@yourwealth.com)

Your notice must include:

- 1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- 4) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- 5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6) A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receiving a proper notification of copyright infringement as described above, we will remove or disable access to the allegedly-infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the counter-notification procedure, as described in, and required by, The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512.

If we receive a valid counter-notification, we will restore the removed or disabled material after ten (10), but no later than fourteen (14), business days from the date on which we receive the counter-notification, unless our Designated Copyright Agent first receives notice from you, as the party filing the original notification of



copyright infringement, informing us that you have filed a court action to restrain infringement of the material in question.

## **Governing Law and Jurisdiction**

By visiting or using the Sites, you agree that the laws of the United States of America and the laws of the State of Georgia, without regard to the principles of conflict of laws, will govern your use of the Sites and the Services, and these Terms and all matters relating to your access to, or use of, the Sites or the Services, including all disputes between you, and us and/or any of the Affiliated Parties. You irrevocably submit to the exclusive jurisdiction of, and venue in, the state and federal courts seated in Fulton County, Georgia, and the corresponding appellate courts, in any related action or proceeding.

## **Time of Claim**

**You agree that any court action arising out of, or related to, your use of the Sites or the Services, these Terms, and all matters relating to your access to, or any other use of, the Sites or the Services must be commenced by you within one (1) year after the cause for such action accrues; otherwise, such cause of action will be permanently barred.**

## **Contact Us**

If you have questions about these Terms or any of our services, please contact us. Please include your name and your contact information in your mail or e-mail correspondence.

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Suite 1000  
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E-mail: [info@yourwealth.com](mailto:info@yourwealth.com)

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