Effective as of April 1, 2016

Terms of Use

Welcome! Thank you for visiting our web site located at www.gwwade.com (the “Site”).

Please carefully review the following Terms of Use (“Terms of Use”) before continuing on the Site. These Terms of Use constitute a legal document that governs your use of the Site and any material contained on the Site. By using the Site, you agree to and accept these Terms of Use. If you do not agree with any of these Terms of Use and/or do not wish to be bound by them, please exit the Site and do not use the Site in the future.

We may, at any time, modify, change or add to these Terms of Use, and any such modifications, changes or additions will be effective immediately upon posting on the Site. We suggest that you periodically check these Terms of Use for modifications, changes or additions. Your continued use of the Site following the posting of any modification, change or addition signifies your acceptance of same.

The Site is intended for use only by visitors who are located in the United States.

Privacy Statement

Please review our Privacy Policy under the link for Disclosures to understand our privacy practices.

Who We Are

In these Terms of Use, the words “GW & Wade,” “we,” “us” and “our” refer to GW & Wade, LLC. GW & Wade is owned by Focus Operating, LLC (“Focus Operating”), which is owned by Focus Financial Partners, LLC (“Focus”). Focus Operating and Focus are “affiliates” of GW & Wade for the purposes of these Terms of Use.

Ownership of the Site

The Site and all of its contents (including, but not limited to, text, graphics, audio clips, logos, buttons, images, downloads, data compilations, software, icons, html codes and xml codes), as well as all copyright, trademark and other rights therein, are owned by GW & Wade or its third-party information providers and are protected by United States and international intellectual property laws.

Your Right to Use the Site
GW & Wade grants you a limited, non-transferable right to view, store, bookmark, download and print pages of the Site solely for your personal, non-commercial purposes, provided that if you copy any materials from the Site, you must not remove any copyright or other proprietary notices from such copies.

You may not make any use of the Site other than as permitted by the preceding sentence. Without limitation, you may not copy, distribute or otherwise use any of the contents of the Site for non-personal or commercial purposes. You may not place a link to the Site on any other web site or frame the Site within another web site without our prior, written permission. Also, you may not interfere or attempt to interfere with the proper operation of the Site, including through the use of any device, software or routine, or access or attempt to gain access to any data, files or passwords related to the Site through hacking, password mining or any other means.

We reserve the right, in our sole and unreviewable discretion, to suspend, discontinue, modify or restrict the use and availability of the Site or any portion thereof, at any time without notification to you or any third party.

Links to Third-Party Web Sites

The Site may contain links to third-party web sites such as www.taxnotebook.com and the web sites of certain securities broker-dealers. Any such links are provided for your convenience only. We do not, directly or indirectly, control the companies that provide or operate those web sites, and we are not responsible for their practices (including, but not limited to, their privacy practices). We do not make any representations with respect to the contents of any third-party sites or any products, services or information offered on those sites.

Security of Account Login Information

You may be provided access to your account information through the Site or through a third-party web site linked on the Site. In such event, you are responsible for maintaining the confidentiality of all account information, as well as any user IDs, logins, personal identification numbers (PINs) and other passwords (collectively, “Login Information”) necessary to access your account(s). You are responsible for logging off of your account(s) completely each time you finish accessing your account(s). Further, you are fully responsible for any activities occurring under your account(s) that result from your negligence, carelessness, or failure to use or take appropriate security measures. You must notify GW & Wade
immediately if any of your Login Information for the Site has been lost or stolen, if you believe the confidentiality of such Login Information has been compromised in any way, or if you learn about a possible or actual unauthorized use of such Login Information or other suspicious or unauthorized conduct concerning your account(s).

Disclaimer of Warranty

We are providing access to the Site and its contents as a convenience to you. The Site and its contents are provided “AS IS.”

The data, information, and content on the Site are for informational, educational, and non-commercial purposes only. All illustrations are for informational purposes only. You acknowledge and agree that GW & Wade is not acting in any fiduciary capacity, nor is any fiduciary relationship created, as a result of your use of, or access to, the Site.

All Site content is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for ensuring that the cache settings on your browser are set to allow you to receive the most recent Site content.

Neither we nor any of our suppliers assume any responsibility for the accuracy of any information contained on the Site, for any interruptions or errors in accessing the Site, or for any viruses or other harmful components contained on the Site or the server from which the Site is made available. We assume no responsibility for the timeliness, accuracy, or truthfulness of Site content derived from unaffiliated third-party sources. We reserve the right to revise the Site or withdraw access to the Site at any time. NEITHER GW & WADE NOR ITS SUPPLIERS MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SITE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL GW & WADE OR ANY OF ITS MEMBERS, MANAGERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, ADVISORS, REPRESENTATIVES, AFFILIATES, AGENTS, SUPPLIERS, OR SUCCESSORS BE LIABLE TO
ANY PERSON FOR ANY DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOST DATA OR INFORMATION, LOSS OF USE OF THE SITE, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES OR DOWNTIME COSTS) RESULTING FROM ACCESS TO OR OTHER USE OF THE SITE OR RELIANCE UPON ANY INFORMATION PRESENTED ON THE SITE, EVEN IF GW & WADE IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some jurisdictions may not allow certain limitations of liability, so the above limitations may not apply to you. Our liability in such case shall be limited to the greatest extent permitted by applicable law.

Indemnification

You agree to indemnify, defend, and hold GW & Wade and any member, manager, principal, officer, director, employee, affiliate, agent, supplier and successor of GW & Wade harmless from and against any and all claims, liabilities, damages, losses and expenses (including, but not limited to, reasonable fees and costs for attorneys and investigations) arising out of, based on, or in connection with your access to or other use of the Site.

Governing Law and Jurisdiction

These Terms of Use, and all matters arising, directly or indirectly, from your access to or other use of the Site shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws rules. You hereby submit to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts, and waive any jurisdictional, venue or inconvenient forum objections to such courts. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability

If any provision of these Terms of Use is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall apply only to such provision and shall not in any manner affect or
render illegal, invalid, or unenforceable any other provision of these Terms of Use, and that provision and these Terms of Use generally shall be reformed, construed, and enforced so as to most nearly give lawful effect to the intent of the parties as initially expressed in these Terms of Use.

Entire Agreement

These Terms of Use constitute the entire agreement between you and us with respect to the Site, and supersede all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and us with respect to the Site; provided, however, that to the extent you are permitted to access services offered through the Site by us or our third-party providers, your use of such services shall be subject to any additional terms of use applicable to such services.

Terminology and Other References

Reference to registration with the Securities and Exchange Commission (“SEC”) does not imply that the SEC has endorsed or approved the qualifications of GW & Wade or its respective representatives to provide any advisory services described on the Site. Data and/or statistics included on the Site, including references to certain levels of assets under management, are based upon information reasonably available to us as of the applicable date(s) then-published. Information has been obtained from sources that we believe to be reliable, but these sources cannot be guaranteed as to their accuracy or completeness. No implication shall be created that the information contained on the Site is correct, including as of any time subsequent to the publish date, and GW & Wade does not undertake an obligation to update such information at any time after such date.

Contact Us

If you have any customer service questions or would like contact information so that you can reach us, please click the Contact Us link on the Site.