

Terms & Conditions

Effective July 21, 2020

Introduction and Agreement

Harvested Financial LLC (“Harvested Financial”) is in the business of providing financial advice via its internet platform at (<https://www.harvestedfinancial.com>) (“Website”). By accessing the Website and its content, you agree to and accept these Terms and Conditions, as well as our Privacy Policy which governs the collection and use of personal information. These may be updated periodically, and you can find the most up to date versions on our Website.

Clients and Visitors

Harvested Financial provides the Website as a resource for both Clients and Visitors. For the purposes of this document, Visitors are individuals or entities who access the Website for any reason, or with the intent to become a Client. Clients are individuals or entities who have engaged with Harvested Financial to provide advisory services. The terms of those services are set forth in our Client Agreement. Collectively Clients and Visitors are “Users”. This agreement covers all Users of the Website.

Website Usage:

The Website and its content are intended exclusively for adults aged 18 years and older. Use and access implies that you are over the age of 18, and use by any minor is unauthorized.

This Website is also intended only for residents of the United States. Our Terms and Conditions as well as Privacy Policy may or may not abide by the laws of other jurisdictions and we make no representation that it does.

The usage of our Website by Visitors and Clients is intended solely for educational and research purposes. Details visible to the public are not intended to be financial, legal, or tax advice. Please contact a professional before making any investment decisions. Investments carry the risk of loss, and any decision made by Visitors or Clients based on information they have gathered on the Website or through third party referrals is entirely their responsibility and Harvested Financial is not liable for loss.

Clients who engage Harvested Financial will sign the Client Agreement and be bound by those terms. Clients will have access to a specific portal which provides them certain services under the terms of the Client Agreement.

The Website is only to be used for its intended purposes. Any misuse or tampering with features is explicitly prohibited. Operating the Website in a manner which is intended to expose bugs, security flaws or other technical structures is prohibited. The use of tools, automated or manual, to extract any content from the Website is prohibited. The Website may not be used for any commercial purposes.

Ownership:

The content on this Website is owned exclusively by Harvested Financial or licenced for use herein.

Access:

Access to the Website is conditional and may be revoked at any time for any reason at the sole discretion of Harvested Financial. Use of the Website is governed by these Terms and Conditions and the Privacy Policy.

Both Clients and Visitors may at some time create an account with a username and password to access certain features and areas of the Website. This password must be safeguarded at all times and not disclosed to third parties. If there is any suspected information leakage users should immediately contact Harvested Financial or change their password. Personal details provided during registration are warranted by the user to be accurate.

Limitation of Liability:

All use of the Website and any Personal Information provided is done so at the sole discretion and responsibility of the Visitor or Client. All information, materials, and content provided here is done on an AS IS basis, and conveys no warranty of any kind. This limitation will be present to the fullest extent of the law. Harvested Financial explicitly disclaims any liability to update this information or guarantee accuracy. Harvested Financial shall not be liable for any claims that result from the inability to access the Website.

HARVESTED FINANCIAL AND ITS EMPLOYEES, DIRECTORS AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND. WHETHER THEY ARE EXPRESS, IMPLIED OR STATUTORY, RELATING TO HARVESTED FINANCIAL'S WEBSITE, CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. THIS LIMITATION APPLIES WHETHER THE CONSEQUENCES WERE FORESEEABLE BY HARVESTED FINANCIAL OR NOT. HARVESTED FINANCIAL DOES NOT CLAIM THAT ITS WEBSITE IS FREE OF VIRUSES, MALWARE OR OTHER INTRUSIVE BEHAVIOR FROM THIRD PARTIES.

You agree to indemnify and hold harmless Harvested Financial for any liability, loss, claim, or expense related to your use of the Website. This includes attorney fees. Nothing is intended to waive any non waivable rights which are statutorily available to you.

Rules of Engagement:

So long as the Visitor or Client is making use of the Website and other properties of Harvested Financial, they agree to the following:

- Users will not share passwords
- Users will behave and use the services in a professional manner
- Users will truthfully answer and complete questionnaires
- Use is strictly personal

Security:

Technological misuse of the Website is explicitly prohibited. This includes all types of tampering, use of malware, virus spreading, intended or unintended breaches of security, and attempts to disrupt protocols. Any act which might be construed as modifying the functioning of the Website for anything but its explicit use cases is forbidden.

The attempt to collect data from the Website for any purpose is prohibited. Accessing user data other than one's own in the format intended is prohibited. Scraping databases or content, injection queries and other techniques designed to extract information are explicitly forbidden.

Monitoring of any feature or content on the Website is prohibited. No individual or entity shall maintain records related to the performance or technical functioning of the Website.

Financial Advice:

The content of this Website is in no way meant to represent financial advice. Users should consult with professionals. Harvested Financial will only disclose financial advice to Clients under the specific terms of their Client Agreement. Advisory services will only be offered to Clients or prospective Clients under the terms of an investment contract. Services will only be performed in jurisdictions where Harvested Financial is registered or exempt from registration.

Harvested Financial is registered as a financial advisor with the SEC. Registration with the SEC does not imply any certification or endorsement.

Past Performance does not indicate future performance. Harvested Financial makes no guarantees to Clients or Users about the performance of any investment product. Different investment strategies contain different risks and these should be discussed with a professional.

While there may be content related to trading strategies and the results, this Website is in no way an offer to purchase or sell securities. Any financial decisions should be discussed with a professional.

Options involve risk and are not suitable for all investors. For more information read the "[Characteristics and Risks of Standardized Options](#)".

Any market data, or combinations of market data are the sole property of Harvested Financial or its affiliates under licensing agreements. Users of the website are not permitted to store or record market data in any form, manual, scraped, scanned, or other. Data provided is expected to be accurate, but we cannot guarantee the accuracy of methods or third party details.

Historical data and returns are presented exclusively for the purposes of describing how investments have behaved, and in no way are a promise, expectation or guarantee of future returns. This does not represent the actual performance of any specific account, but is a theoretical construct.

All investments contain risk. Investors should consult with a professional to better understand the risks, consequences, and potential for loss.

Third Parties

Harvested Financial may contract the use of certain third party service providers to perform specific functions for us, including but not limited to, client identity verification, and financial suitability verification.

Harvested Financial uses Plaid Technologies, Inc. ("Plaid") to gather your data from financial institutions. This means that your data will be treated by Plaid in accordance with Plaid's privacy policy available at <https://plaid.com/legal>. By using the Website, you grant us and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy available at <https://plaid.com/legal>.

Subject to Change

The terms presented here are subject to change at any time, and such changes will be made public on Harvested Financial's Website. If you no longer agree to the terms, you shall discontinue use immediately. Details and information provided on the Website are subject to change at any time.

Waivers:

Any waiver or limitation described in this document is intended only to refer to itself, and does not imply a waiver of any other rights or conditions. If any of the provisions contained herein are determined to be illegal or unwaivable, that specific waiver will be enforced to the fullest extent possible, and is severable from other waivers which will be enforced to the fullest extent possible.

Users of Harvested Financial's Website may not assign their rights and agreement to any third party. Harvested Financial may assign these Terms and Conditions to another entity without the express consent of users.

Users agree to waive all rights to a class action proceeding to the fullest extent permitted by law. No proceeding shall be joined with another, there is no right for the dispute to be arbitrated on a class basis, and there is no authority to bring disputes on behalf of the general public. Claims may only be brought in an individual capacity.

Any content that is submitted to Harvested Financial in the form of suggestions or product features becomes the property of Harvested Financial. To the extent that these ideas become incorporated into future products, including this Website, you waive all rights and claims to the intellectual property or other associated rights.

Questions and Contact:

If you have any questions about the terms, conditions, or use of the Website please do not hesitate to contact us. You can reach us at info@harvestedfinancial.com.

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