

Terms of Use for GLR Investment Advisory LLC

Last updated: 8/25/2023

Preamble

Welcome to the digital platform operated by GLR Investment Advisory LLC, a Securities and Exchange Commission registered investment advisor ("GLRIA," "the Company," "we," "our," or "us"). The website under the domain <https://www.glrtec.com>, along with all content, features, and other services provided therein (collectively, "the Platform"), is a venue designed to offer investment advisory services to qualified individuals.

Purpose of Document

This legal instrument, referred to hereinafter as the "Terms of Use," is intended to delineate the scope of rights and responsibilities, as well as the legal obligations and recourse, associated with the utilization of the Platform, related content, and any services procured from GLRIA. These Terms of Use shall serve as a binding contractual agreement ("Agreement") between you ("the User," "you," or "your") and GLRIA.

Article 1: Acceptance of Terms and Conditions

1.1 Unconditional Acceptance of Terms

By navigating, accessing, browsing, or otherwise engaging with the digital platform located at <https://www.glrtec.com> ("the Website"), and/or by utilizing any of the investment advisory services ("Services") offered by GLR Investment Advisory LLC ("GLRIA" or "the Company"), you, either an individual user or an entity that you are authorized to represent ("the User" or "you"), hereby affirmatively and unequivocally indicate your unconditional acceptance of the following terms and conditions ("Terms of Use") as set forth in this Agreement.

1.2 Incorporation of Privacy Policy

Additionally, your use of the Website and Services constitutes your acknowledgement and agreement to adhere to our Privacy Policy, which is hereby incorporated by reference into these Terms of Use.

1.3 Amendments and Updates

GLRIA reserves the right, at its sole discretion, to modify, amend, or replace these Terms of Use and its Privacy Policy at any time. In the event of any such changes, the updated Terms of Use will be posted on the Website, and it is your responsibility to review them. Your continued use of the Website or Services after the posting of any modifications will constitute your acceptance of the revised Terms of Use.

1.4 Discontinuation for Non-Agreement

If you do not consent to abide by these Terms of Use and the Privacy Policy, you are explicitly directed to immediately cease all usage of the Website and the Services provided by GLRIA. Failure to abide by these Terms of Use may subject you to legal consequences.

1.5 Binding Effect

This Agreement constitutes a binding and enforceable legal contract between GLRIA and you. By using the Website and Services, you affirm that you are at least 18 years of age and are fully competent to enter into the terms, conditions, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

Article 2: Eligibility for Use

2.1 Residency Requirements

The investment advisory services provided by GLR Investment Advisory LLC ("GLRIA") are exclusively available to residents of the United States of America ("United States"). The Website and Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

2.2 Age Requirements

Access to and use of our Website and Services are available only to individuals who are at least 18 years of age or older. If you are under 18, you are explicitly prohibited from using the Website and Services and must immediately discontinue any usage thereof.

2.3 Representation and Warranty

By utilizing the Website and Services, you hereby affirm, represent, and warrant that you meet the aforementioned eligibility criteria. Specifically, you assert that you are a resident of the United States and are of an age of majority sufficient to be legally bound by this Agreement.

2.4 Verification Process

GLRIA reserves the right to employ reasonable measures to verify your residency and age credentials. Failure to cooperate with any such verification process, or failure to meet the aforementioned eligibility criteria, may result in the immediate termination of your account and forfeiture of any and all Services rendered till date.

2.5 Revocation of Access

GLRIA retains the sole discretion to revoke your eligibility and access to the Website and Services, without notice, for conduct that the Company believes violates these Terms of Use or is harmful to other users of the Website, the Company, or third parties, or for any other reason.

Article 3: Investment Advisory Services

3.1 Regulatory Status

GLR Investment Advisory LLC ("GLRIA") is a registered investment advisor with the United States Securities and Exchange Commission ("SEC"). Our regulatory status allows us to provide investment advisory services within the framework of existing U.S. securities laws.

3.2 Nature of Services

GLRIA offers automated financial advice rooted in academic research. Our services involve employing thoroughly tested quantitative investment strategies aimed at providing clients with customized exposure to various asset allocation strategies. While these strategies are based on extensive research, there is no guarantee of any specific investment outcome.

3.3 Form ADV and Disclosures

For comprehensive details concerning the nature, risks, and scope of our investment advisory services, please refer to our Form ADV as filed with the SEC. This document outlines important information and disclosures pertaining to our operations, and it is your responsibility to review this document before availing yourself of our services.

3.4 Limitation of Liability

Although we strive for accuracy, all investment recommendations and advice are subject to market risks, and past performance does not guarantee future results. GLRIA shall not be liable for any errors in judgment or for any actions taken or not taken based on the advice provided.

3.5 Third-Party Dependency

GLRIA relies on data from various external data vendors for performing its calculations and analyses. While every effort is made to ensure the accuracy of this data, GLRIA cannot guarantee its reliability and shall not be held responsible for any decisions made based on potentially inaccurate or incomplete information from third-party sources.

3.6 Right to Modify Services

GLRIA reserves the right to add, modify, or terminate services at its discretion. Any changes to services will be updated on our website and may be communicated to registered users via email.

3.7 Compliance with Laws

You agree to comply with all applicable federal and state laws, statutes, and regulations regarding your use of our investment advisory services.

Article 4: External Data Vendor Disclaimer

4.1 General Reliance on Third-Party Data Vendors

GLR Investment Advisory LLC ("GLRIA") employs various third-party data vendors to source data essential for calculations, asset allocation analyses, strategy development, and other advisory services we offer. This data may include, but is not limited to, market prices, trading volumes, economic indicators, and historical performance metrics.

4.2 Data Accuracy Measures

GLRIA has implemented due diligence processes and verification checks to assess the accuracy and reliability of the data provided by these external vendors. Despite these efforts, GLRIA does not warrant or guarantee the accuracy, completeness, timeliness, or reliability of such data.

4.3 No Warranty of Third-Party Data

GLRIA expressly disclaims all warranties, whether express or implied, related to the third-party data, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

4.4 Limitation of Liability

Under no circumstances shall GLRIA be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, revenue, or data, resulting from inaccuracies, errors, or delays in data provided by third-party vendors.

Article 5: No Guarantees or Warranties

5.1 "As Is" Provision

The website and all services provided by GLR Investment Advisory LLC ("GLRIA") are furnished to you on an "as is" and "as available" basis. We make no representations or warranties regarding the availability, reliability, or security of our website or services.

5.2 Express Warranties Disclaimed

To the fullest extent permissible under applicable law, GLRIA expressly disclaims all warranties, whether express or implied, related to the website, our services, and any data or content contained therein or provided thereby.

5.3 Implied Warranties Disclaimed

GLRIA also disclaims any and all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

5.4 No Guarantee of Outcomes

GLRIA does not warrant or guarantee that the use of our website or services will meet your requirements, achieve any particular results or gains, or be uninterrupted or error-free.

5.5 Limitation of Liability

You acknowledge and agree that GLRIA shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, data, or other intangible losses, arising out of or relating to the use of the website and services.

5.6 Acknowledgment of Risks

By using the website and services, you acknowledge that investments involve risks and that GLRIA is not responsible for the performance of your investments.

5.7 Indemnification

You agree to indemnify, defend, and hold harmless GLRIA, its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers to the website from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you.

5.8 Amendments to Warranty Disclaimers

GLRIA reserves the right to amend or modify these No Guarantees or Warranties clauses at any time. Any such amendments will be clearly posted on this website and shall be effective immediately upon posting, unless indicated otherwise.

Article 6: Asset Allocation and Investment Strategies

6.1 Basis of Strategies

GLR Investment Advisory LLC ("GLRIA") provides asset allocation and investment strategies primarily rooted in academic research. Our algorithms and methodologies have undergone extensive testing and validation processes to ensure their integrity and objectivity.

6.2 No Prediction of Future Performance

You understand and agree that the rigorously tested strategies we offer are historical in nature, and past performance should not be considered as a guarantee or indicator of future results or performance.

6.3 Risk Acknowledgment

Investment inherently involves a level of risk, including the potential loss of principal. By using our services, you acknowledge and agree that you are aware of these risks and are solely responsible for the choices you make in your investment activities.

6.4 Financial Advisor Consultation

GLRIA strongly recommends that you consult with a qualified financial advisor to thoroughly understand the risks associated with investing and to tailor investment strategies according to your individual financial goals, risk tolerance, and situation.

6.5 Investment Vehicles

The asset allocation and investment strategies provided by GLRIA may involve various types of investment vehicles or replications thereof, including but not limited to Fixed Indexed Annuities, Buffered Notes, Auto-Callables, and other Structured Products. In addition, certain market risks may be hedged using assets that are not explicitly part of the investment strategy, by either directly adding such assets, or by using derivatives such as Call and Put Options. Each investment vehicle has its own set of risks and it's crucial to understand them fully before investing.

6.6 No Assurance of Profit or Protection Against Loss

While our services aim to provide a calculated and academic approach to investment, we do not assure or guarantee that any strategy will achieve its investment objective, generate profit, or avoid losses.

6.7 Indemnification for Investment Decisions

You agree to indemnify, defend, and hold harmless GLRIA, its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, liability, costs, and expenses (including but not limited to attorneys' fees) arising from your investment decisions or actions related to the investment strategies provided by GLRIA.

Article 7: Intellectual Property Rights

7.1 Ownership of Content

All content, features, and functionality, including but not limited to text, graphics, logos, icons, images, audio clips, video clips, data compilations, and software, and the design, selection, and arrangement thereof ("Content"), are the exclusive property of GLR Investment Advisory LLC ("GLRIA"), 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.

7.2 Restrictions on Use

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into another website, or in any other way exploit any of the Content, in whole or in part without the prior written consent of GLRIA or the intellectual property owner identified in the subject content.

7.3 Trademarks

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

7.4 License for Use

Subject to your compliance with these Terms of Use, GLRIA grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal, non-commercial use of the website and the Content. This license does not include any resale or commercial use of the website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the website or its Content; any downloading, copying, or other use of the Content for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools.

7.5 Termination of License

Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you. GLRIA reserves the right to terminate your license to use the website and to take appropriate legal actions should you violate these intellectual property rights.

7.6 Request for Permission

For any requests for permission to use Content, or any portion thereof, please contact us through the information provided on the "Contact Us" section of the website.

Article 8: Privacy Policy

8.1 Incorporation of Privacy Policy

The use of this website and any services provided by GLR Investment Advisory LLC ("GLRIA") are also governed by our Privacy Policy, which is hereby incorporated into these Terms of Use by reference.

8.2 User Responsibility

By using our website and services, you consent to the collection and use of information as described in our Privacy Policy. You are responsible for regularly reviewing the Privacy Policy to stay informed about how we are using and protecting your information.

8.3 Data Handling

GLRIA takes data privacy and security seriously. We are committed to implementing and maintaining best practices and security protocols to safeguard your personal and financial information.

8.4 Third-Party Links

Our website may contain links to third-party websites or services that are not owned or controlled by GLRIA. We are not responsible for the privacy policies or practices of any third-party websites. We encourage you to review the privacy policies of such websites before submitting any personal information.

8.5 Updates to Privacy Policy

We may update or modify our Privacy Policy from time to time. Any changes to the Privacy Policy will be posted on our website, and where appropriate, notified to you by email. Your continued use of our services following the posting of changes constitutes acceptance of those changes.

8.6 Contact Information

For any questions regarding our Privacy Policy or the information we collect, please refer to the "Contact Us" section on our website to get in touch with us.

Article 9: Termination and Suspension

9.1 Right to Terminate or Suspend

GLR Investment Advisory LLC ("GLRIA") reserves the unilateral right to terminate, suspend, or deactivate your account and access to our website and services at any time, without prior notice or liability. This may occur if we believe that you have violated any provision of these Terms of Use, pose a risk or legal liability to us, our affiliates, third-party vendors, or other users, or for any other reason at our sole discretion.

9.2 Notification and Effect of Termination

While not obligated to do so, GLRIA may attempt to notify you via the contact information provided in your account when such action is taken. Upon termination or suspension, your right to use the website and our services will cease immediately, and GLRIA may remove or delete your information and files, as permitted by applicable law.

9.3 No Refunds

In the event of termination or suspension, you will not be entitled to any refunds for any fees paid for services rendered, unless otherwise stipulated by law or at the sole discretion of GLRIA.

9.4 Disputes and Appeals

If you believe that your account has been terminated or suspended in error, you may contact GLRIA to discuss the matter and may submit an appeal through the channels specified on our website or via direct correspondence.

9.5 Survival

Provisions of these Terms of Use that by their nature should survive termination, including but not limited to disclaimers, limitations of liability, and intellectual property provisions, shall survive termination or suspension of your account.

9.6 Third-Party Interactions

GLRIA is not responsible for interactions with any third parties you encounter while using our services. Any dispute you have with such third parties are between you and the third party, and GLRIA disclaims all liability in this regard.

Article 10: Indemnification

10.1 General Indemnity

By using the website and services provided by GLR Investment Advisory LLC ("GLRIA"), you agree to indemnify, defend, and hold harmless GLRIA, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, and licensors, from and against all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and litigation expenses, directly or indirectly arising out of or related to:

1. Your breach or alleged breach of these Terms of Use;
2. Any misuse of the website or services by you or any person using your account;
3. Your violation of any law or the rights of a third party;
4. Any other actions connected with your use of the website and services, including any content you submit or share through our website.

10.2 Notice and Defense

In the event that GLRIA becomes aware of any claim for which you owe GLRIA indemnification, we will promptly notify you in writing. You shall have the right to assume the

defense and control of any such claim, at your own expense, and GLRIA reserves the right to participate in such defense with its own counsel, at its own expense.

10.3 Settlement and Cooperation

You shall not settle any such claim without the express written consent of GLRIA. You agree to cooperate fully with us in the defense of any such claim. Failure to cooperate may result in the revocation of your indemnification obligations.

10.4 Remedies

If you fail to indemnify and hold harmless GLRIA as promised, you acknowledge that this failure would constitute a material breach of these Terms of Use, and GLRIA would be entitled to all rights and remedies available to it under these Terms of Use or at law or in equity.

Article 11: Governing Law and Dispute Resolution

11.1 Governing Law

These Terms of Use and any dispute or claim arising out of or in connection with them, their subject matter, or their formation shall be governed by and construed in accordance with the laws of the United States of America, without regard to its conflict of laws principles.

11.2 Arbitration Agreement

Any and all disputes or claims that have arisen or may arise between you and GLR Investment Advisory LLC ("GLRIA") relating to these Terms of Use shall be resolved exclusively through final and binding arbitration, rather than in court. The arbitration will be conducted by the American Arbitration Association ("AAA") under its then-applicable rules, including (as appropriate) the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org.

11.3 Arbitration Procedures

The arbitration shall be held in the jurisdiction where you reside or at another mutually agreed upon location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11.4 No Class Actions

YOU AND GLRIA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

11.5 Opting-Out of Arbitration

You have the right to opt-out of this arbitration agreement, but you must exercise this right within 30 days of first accepting these Terms of Use by sending a written notice to GLRIA detailing your decision to opt-out of the arbitration provision. Should you opt-out, any disputes shall be resolved in a court of competent jurisdiction.

11.6 Costs of Arbitration

Unless otherwise determined by the arbitrator or agreed upon by the parties, each party shall be responsible for its own costs and fees, including attorney's fees, associated with the arbitration.

11.7 Severability

If any part of this arbitration agreement is deemed to be invalid, unenforceable, or illegal, the balance of this arbitration agreement shall remain in effect, and shall be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained herein.

Article 12: Changes to Terms of Use

12.1 Right to Modify

GLR Investment Advisory LLC ("GLRIA") expressly reserves the right, in its sole discretion, to modify, update, or otherwise change these Terms of Use at any time without prior notice to you.

12.2 Notification of Changes

While we may not provide direct notice for any modification, it is your responsibility to periodically review the most up-to-date version of these Terms of Use. We may also, at our discretion, choose to alert you through email or a notice on our website regarding significant changes to these Terms.

12.3 Acceptance of Revised Terms

Your continued access to or use of our website and services subsequent to any such changes or modifications will constitute your acceptance of, and agreement to be bound by, the revised Terms of Use. If you do not agree to the new Terms of Use, your sole recourse is to discontinue use of the website and any services offered by GLRIA.

12.4 Retroactive Application

Changes to these Terms of Use will not apply retroactively and will become effective from the date of modification, as specified at the beginning of the revised Terms of Use document.

12.5 Exceptions

Any changes to the Terms of Use shall not affect any dispute, claim, or controversy that arose prior to the effective date of such change.

Article 13: Severability

13.1 General Principle of Severability

In the event that any provision, clause, sentence, section, or other part of these Terms of Use is adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be limited or eliminated only to the minimum extent necessary to resolve its deficiencies.

13.2 Preservation of Intent

The intent of the Parties in entering into these Terms of Use will not be affected, and the remaining provisions of the Terms of Use shall continue in full force and effect, consistent with applicable law.

13.3 Reformation

If feasible, any such offending provision will be replaced with a valid provision that most closely approximates the economic effect and intent of the severed provision, in accordance with applicable law and jurisprudence.

13.4 Independence of Provisions

Each provision in these Terms of Use is severable from every other provision herein, and the severability of one provision shall not affect the validity or enforceability of any other provision.

14. Contact Information

For questions or concerns about these Terms of Use, please contact us at info@glrtec.com or +1(347)515-3284.