

Newday Terms of Service

Effective January 1, 2018

Welcome to the services provided by Newday Funds, Inc. (“Newday” or “We” or “Us”). These Terms of Service, along with our [Privacy Policy](#) (collectively “Terms”) govern your use of the website and please read this notice carefully before you use our website and/or mobile application. The Content and Services offered on the Newday website and/or Application are intended for U.S. residents only. They shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

1. Changes

The Terms of Service define the relationship between Newday and you, the person accessing the Newday website located at www.newdayinvesting.com (the “site”) and/or downloading our mobile application (the “application” or “app”) and/or registering for our services (“you” or “your”). By accessing this website or mobile application you signify your agreement to all terms, conditions, disclosures and notices contained or referenced in this Terms of Service (this “Terms”). If you do not agree to the Terms, you are not permitted to use the website or application . Newday reserves the right, at its discretion, to update or revise these Terms. Your continued use of the website or application following the posting of any changes to these Terms constitutes acceptance of those changes. You acknowledge that the information and materials on this website are subject to change. We may terminate these Terms of Service at any time by suspending or terminating access to the Site, Application and/or Services and/or notifying you.

2. Privacy Policy

We are committed to your privacy, Newday has taken reasonable steps to ensure the confidentiality of information taken at the Site or App and transmitted via the Internet. You agree to notify us immediately of any unauthorized use of your name, password, or account. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient. Please read our customer [Privacy Policy](#) for further information on confidentiality of information.

3. Access to Services

By using the Newday Site and/or Application, you can obtain various investment advisory services (the “Services”). Our Services allow you to open an account to participate in a wrap fee program sponsored by Newday or set up a profile to access content. Based on the information you provide about your financial situation and risk preferences, and, based on personal information you provide, the Newday App will obtain automated investment advice regarding the selection of a portfolio within the wrap fee program. You are solely responsible for evaluating the merits and risk associated with the use of the Site and/or Application, any content on the Site and/or Application and any investment advisory services provided through the App before making any investment decision. If you decide to open an account in the program, you are subject to your explicit enrollment and acceptance of the separate [Advisory Agreement](#), related [fee schedule](#) and applicable [brokerage and custody agreements](#).

Any portfolio recommendations sent via the App will be delayed by the time it takes to receive the notification and potentially for other unforeseen reasons. Newday does not make any representations, warranties or other guarantees as to the accuracy or timeliness of any such recommendations. Newday does not make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

You acknowledge by your use of this Site and/or App that you will not use Newday as part of any scheme to violate federal, state, or other laws and regulations including those around financial transactions.

4. Registration and Access

If we request registration information from you to open an account or set up a profile, you must provide us with accurate and complete information and must update the information when it changes.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and must not permit use of your account by anyone. If you have reason to believe that someone is using your account without your permission, you should [contact us](#) immediately. We are not responsible for any loss or damage resulting from unauthorized use.

5. Intellectual Property; License

Newday is the owner and/or authorized user of all text, images, data representations, animation, music, sounds, and any and all other material on the Site and/or App. Users may not copy, reproduce, republish, disseminate, exploit, distribute, or otherwise incorporate any material found on this Site and/or App. Materials are protected by trademarks, service marks, copyrights, logos and other intellectual property.

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6. Third-Party Content

The Application may include or make available general news and information, commentary, research reports and data concerning the financial markets, securities and other subjects; market data such quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations; and access to blogs, wikis, online webinars, conferences, telecasts, podcasts and other public forums (collectively, the “Content”). Newday does not, unless otherwise required by law, have any obligation to update, screen, review, approve or endorse any Content obtained through the forums. Reliance on the Content is at your own risk. By using the public areas of the App you are indicating your acceptance, without, modification, of the disclaimers, terms and conditions set forth in this document, which apply equally to Newday, the App and any information providers. Content posted on the App is published as of its stated date or, if no date is stated, the date of first posting.

7. Unsolicited Submissions

Certain features of the Services will allow you to upload, post, publish, share, store, or manage data or visual content (“Materials”). By posting or publishing Materials, you represent to us, either because you are the author and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of such Materials. Materials you submit, and our use thereof, does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity. By displaying, publishing, or otherwise posting any Content on or through the Application, you hereby grant to Newday a limited, irrevocable, non-exclusive,

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When discussing a particular company, stock or security, you agree to reveal any ownership interest you have in such company, stock or security. Any use or reliance on any Content or Materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or Materials posted via the Services or endorse any opinions expressed via the Services.

8. Links to Other Sites

Newday may provide links to other applications or resources. Neither Newday nor other information providers have any control over such applications and resources, you acknowledge and agree that Newday is not responsible for the availability of such external applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such applications or resources. You further acknowledge and agree that Newday shall not be responsible or liable, directly or indirectly, for any damage, liability or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such application or resources. You will need to make our own independent judgment regarding your interaction with these application or resources. You should review applicable terms and policies, including privacy and data gathering practices, of these applications or resources, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any application or resources.

9. Binding Arbitration and Applicable Law

The use of Newday's website or application is governed by the laws of the United States of America and the applicable laws of the State of California without regard to conflict of law principles. If any provision of this policy shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this policy and shall not affect the validity and enforceability of any remaining provisions. In every case and to the full extent possible under applicable law, Newday and its users elect to resolve any claim, dispute or controversy of whatever nature arising out of or related to these Terms of Use through binding arbitration rather than before a jury.

10. Disclaimer of Warranties

Content and Service are provided on an "as is", "as available" basis, and Newday does not make any representations as to the suitability of the Application, the Content, the Services or other materials for any purpose. Newday disclaims any and all representations, warranties or guarantees of any kind, whether express, implied or statutory, including without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability and accuracy with respect to the Application, the Content, the Services and the other materials.

11. Indemnification

You will indemnify and hold Newday, their employees, officers, directors, agents, and affiliates harmless and release them from any claims arising out of (i) your breach of these Terms of Use, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; (ii) your fraudulent or malicious use of the Site, the App and/or Services; (iii) your violation of applicable laws, rules or regulations in connection with your use of the Site, App or Services, or (iv) our use of Materials generated or uploaded by you in accordance with these Terms of Use.

12. Disclaimers; Limitation of Liability

If you are dissatisfied with any portion of the Site, the App, or their respective Content, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Site and uninstall the App.

The term of these Terms of Use will continue for as long as we allow you access to and use of the Site, the Application and/or Services.