

Thomas J. Herzfeld Advisors, Inc. (“Herzfeld”) is providing the information on this web site subject to the following terms. *Please read the following carefully.*

### **Conditions of Use**

By using this site, you signify your assent to the following conditions of use without limitation or qualification.

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING THIS SITE. THOMAS J. HERZFELD, INC. (“HERZFELD”) MAY AT ANY TIME REVISE THESE TERMS AND CONDITIONS BY UPDATING THIS POSTING. YOU ARE BOUND BY ANY SUCH REVISIONS AND SHOULD THEREFORE PERIODICALLY VISIT THIS PAGE TO REVIEW THE THEN CURRENT TERMS AND CONDITIONS TO WHICH YOU ARE BOUND.

By accessing other web sites through links provided by Herzfeld you also agree to the following terms and conditions. The material available on these sites has been produced by independent providers that are not affiliated with Herzfeld. Any opinions or recommendations expressed are solely those of the independent providers and are not the opinions or recommendations of Herzfeld.

### **Disclaimer of Warranty**

The materials on [www.Herzfeld.com](http://www.Herzfeld.com) are provided "as is" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, Herzfeld disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Herzfeld does not warrant that the functions contained in the materials will be uninterrupted or error free, that defects will be corrected, or that this web site or the server that makes it available are free of viruses or other harmful components. Herzfeld does not warrant or make any representations regarding the use or the results of the use of the materials on this web site in terms of their correctness, accuracy, timeliness, reliability, or otherwise. You (and not Herzfeld) assume the entire cost of all necessary servicing, repair, or correction.

### **Limitation of Liability**

Although Herzfeld uses reasonable efforts to include accurate and up to date information on this web site, errors or omissions sometimes occur. Herzfeld makes no warranties or representations as to the accuracy of this web site. Under no circumstances, including, but not limited to, negligence, shall Herzfeld nor any party involved in creating, producing, or delivering the web site be liable for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this web site, even if Herzfeld or a Herzfeld authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall Herzfeld total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing this web site.

Herzfeld also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the web site or your downloading of any materials, data, text, images, video, or audio from this web site.

You agree to indemnify and hold harmless Herzfeld and the independent providers/transmitters for (1) any inaccuracy, error, or delay in, or omission of (a) any information, or (b) the transmission or delivery of Information; (2) any loss or damage arising from or occasioned by (a) any such inaccuracy, error, delay, or

omission, (b) non-performance, (c) interruption of information due either to any negligent act or omission by Herzfeld or providers/transmitters of information or to any "force majeure" (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of Herzfeld or the information providers/transmitters.

## **Restrictions on Use of Materials**

This site is owned and operated by Herzfeld. Permission is granted to display and navigate around this web site with a computer using HTML browser software, solely for personal, non-commercial use. Any commercial or public use of this web site or any portion hereof is strictly prohibited.

Except as otherwise permitted by Herzfeld, no materials from [www.Herzfeld.com](http://www.Herzfeld.com) or any web site owned, operated, licensed or controlled by Herzfeld may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download material displayed on this web site for noncommercial, personal use only provided you also retain all copyright and other proprietary notices contained on the materials. You may not distribute, modify, transmit, reuse, repost, or use the content of this web site for public or commercial purposes, including the text, images, audio, and video without Herzfeld written permission.

Herzfeld neither warrants nor represents that your use of materials displayed on this web site will not infringe rights of third parties not owned by or affiliated with Herzfeld.

## **Jurisdictional Issues**

The information contained in this web site is intended for use by a resident of the United States or a corporation, partnership or other entity governed by U.S. laws. The information pertaining to investment products and services is directed only at those persons in a jurisdiction in which the investment products and services are authorized for distribution. Information is not intended for distribution in any jurisdiction where the adviser is not licensed to distribute products or where such offer, solicitation, purchase or sale would be unlawful under the securities laws of such jurisdiction.

## **Trademarks and Copyrights**

All trademarks, service marks, trade names, logos, and icons in this site belong to either Herzfeld or its affiliates, except third-party trademarks and service marks, which are the property of their respective owners.

Inquiries concerning use of Herzfeld trademarks, service marks, trade names, logos, icons, copyrights or other intellectual property should be addressed to Thomas J. Herzfeld Advisors, Inc., 119 Washington Ave, Suite 504, Miami Beach, FL 33139, United States of America.

Images displayed on this web site are either the property of, or used with permission by Herzfeld. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted herein. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Any communications or material you transmit to this web site by electronic mail or otherwise, including data, questions, comments, or suggestions will be treated as non-confidential and nonproprietary and will become the property of Herzfeld. Such communications or material shall be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, Herzfeld is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to this web site for any purpose whatsoever, including, but not limited to, developing and marketing products using such information.