

Terms Of Use

BCP Advisors, LLC DBA Vestiva (“Adviser”) is a registered investment advisor with the Securities and Exchange Commission (“SEC”) and owns and maintains this website. By using this website and our mobile application you acknowledge that you have read, understand and agree to be bound by these Terms of Use, regardless of whether or not you become our client. If you do not agree with our Terms of Use, you should immediately discontinue using our website and our mobile application.

Access

In order to access certain features on our website or mobile application, you may be required to register to create an account with us. When you register, you will be asked to choose a password, which you will be required to use to access your Account. You are responsible for protecting your password and other account information. You agree not to disclose your password to any third party and if you learn of any unauthorized use of your password or account, please notify us immediately. You agree that the information you provided to us on the account registration process is true, accurate and current.

Links

BCP Advisors may provide links to other applications or resources. Because we have no control over such applications and resources, you acknowledge and agree that we are not responsible for the availability of such third-party applications or resources, and we do not endorse and we are not responsible for any content, advertising, products, or other materials on or available from such applications or resources. Most of the time, links to third-party websites are provided solely as pointers to information on topics that may be useful to our users. Since third-party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

Restriction of Use

When using our website and mobile application you agree to comply with our rules and agree you will not:

- Register an account on behalf of an individual other than yourself or on behalf of any group or entity.
- Post, or take any action on the Platform, that may constitute defamation or libel or that infringes or violates someone else’s rights or is protected by any copyright or trademark.
- Make available content that we might find harmful, threatening, inflammatory, obscene, fraudulent, invasive of privacy or publicity rights, hateful or otherwise objectionable; that restricts or inhibits any other person from using or enjoying the Site; or that may expose us or our users to any harm or liability of any type.
- Post or make available unsolicited or unauthorized advertising.
- Post or make publicly available on our website or mobile application any personal or financial information of any third party.
- Use our website and mobile application in any manner that could damage, disable, overburden or impair our services.

- Collect or gather email addresses or other contact information of our users from our website or mobile application by any means.
- Post or make available any material that contains viruses, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware.

Termination

You can terminate your account at any time and you do not need to provide any reason for your termination. You only need to send an email to vestiva@bcpglobal.com . We reserve the right to terminate or suspend your access to our website or mobile application, in our sole discretion, at any time for any reason. Any suspension, termination, or cancellation shall not affect your obligations to us under these Terms of Use.

Limitation of Liability

You agree that all access and use of our website and mobile application is at your own risk. IN NO EVENT SHALL THE “ADVISER” OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICES, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH FINHABITS OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE “ADVISER” HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION CONSEQUENTIAL OR RELATING TO THESE TERMS OF USE MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS HAPPENED.

Dispute Resolution

You agree that these Terms of Use shall be governed by and interpreted in accordance with the laws of the State of Florida, U.S.A. excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under these Terms of Use will be brought exclusively in courts located in Miami, Dade County, Florida and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

If you have any questions regarding these Terms of Use please contact us at vestiva@bcpglobal.com