



August 2021

Terms and Conditions of Use of the Website

Acceptance of Terms

Please read this statement before using this website as in doing so you signify your acceptance of the terms and conditions of use as set forth below. Except for these Terms and Conditions, our website shall not create a legal relationship between you and Stern. This statement and website content are subject to change without notice.

Reference to Website's Privacy Statement

Please review our Privacy Statement which is posted on our website as to how we use and protect our client's information.

Restrictions and Prohibited Use

- using the website for any illegal purpose or to cause harm to any person or business entity by violating anyone else's legal rights (for example, privacy rights) or any laws (for example, copyright laws)
- selling, leasing, sublicensing, otherwise commercializing, copying, transferring, or assigning any information, goods, or services provided on the website
- using this website to engage in any advertising or marketing
- using or exporting the company's information, products, or services in violation of U.S. export laws and regulations
- altering, modifying, adapting, reverse engineering, decompiling, disassembling or hacking the company's intellectual property
- altering or modifying another website to falsely imply that it is associated with the company's website,
- using the website or the company's services to transmit content that could be deemed unlawful, threatening, harassing, racist, abusive, libelous, pornographic, vulgar, defamatory, obscene, indecent, or otherwise inappropriate, including any messages constituting or encouraging criminal conduct
- breaching, or attempting to breach, the website's security systems
- enabling third parties to violate these Terms and Conditions

Service Interruptions and Updates

From time to time our website might be shut down for maintenance or for unforeseen technical interruptions. We are committed to restoring service within 24 hours. You may contact our help desk at info@sternbrothers.com if you need to report a service issue.

No Warranties

Our website is provided "as is" with all faults and Stern makes no express or implied representations or warranties of any kind related to this website or the materials contained on it. Nothing contained on this website shall be construed as providing consultation, advice or a recommendation to purchase or sell any product or instrument to enter into any transaction or a representation that any particular product or instrument is suitable to you. Please consult your own financial, accounting and legal advisors.

Indemnification and Limitation of Liability

You hereby indemnify to the fullest extent and hold Stern harmless from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms and Conditions. In no event shall Stern, nor any of its partners, officers, directors, employees or independent contractors be liable to you for anything arising out of or in any way connected with your use of this website, whether such liability is under contract, tort or otherwise, and Stern, including its partners, officers, directors, employees and independent contractors shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this website.

Governing Law and Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Missouri, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Missouri for the resolution of any dispute.

Website Content, Intellectual Property Rights and Confidential Information

All information contain on our website is the intellectual property of Stern and subject to U.S. copyright law.