

Effective Date: August 17, 2009

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Any investment products and services mentioned on this Site may have tax consequences. The levels and bases of taxation can change. Your tax affairs are your own responsibility and you should consult your own attorneys or other tax advisors in order to understand the tax consequences of any investment products and services mentioned on this Site.

UNAVAILABILITY IN SOME JURISDICTIONS

None of the investment products or services mentioned on this Site are available, and prospectuses in respect of them will not be distributed, to persons resident in any state or territory where such distribution would be contrary to local law or regulation.

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- make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- make available any content that is unlawful, harmful, threatening, tortious, defamatory, obscene, invasive of another's privacy, or otherwise objectionable;
- make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt this Site or servers or networks connected to this Site, or disobey any requirements, procedures, policies or regulations of networks connected to this Site;
- intercept, collect or store personal data about current or former clients of CPS Investment Advisors or any other visitors to this Site; or
- violate any applicable local, state, national or international laws or regulations.

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Your right to access and use the private portion of this Site shall terminate automatically if (i) in the case of any employee, your employment with us terminates, or (ii) in the case of any CPS Client, you materially breach your Service Agreement, or your Service Agreement with us terminates or expires. In addition, we reserve the right to terminate your access to or use of this Site at any time, and without any prior notice to you, if you violate any provision of these terms of use, use this Site in a manner for which it is not intended to be used, violate any applicable law, regulation, or right of another in your use of this Site, or we believe in good faith that any of the foregoing has occurred. You agree to indemnify, defend and hold CPS Investment Advisors, directors, officers, agents, and employees, harmless from and against any and all claims, demands, damages, losses and expenses of any kind (including attorneys' fees and costs), arising out of or related to your use of this Site or your violation of these terms of use.

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These terms of use and the relationship between you and us relating to your use of this Site shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to any conflict of laws principles that would require the application of the laws of a different jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts located within Lakeland or Polk County, Florida for any dispute, claim or action arising out of or related to your use of this Site or these terms of use, and hereby waive any objections to the jurisdiction or venue of such courts.

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You may not assign or delegate any right or duty under these terms of use or related to this Site without the prior written consent of an authorized officer of CPS Investment Advisors. Any attempted assignment or delegation without such consent will be null and void from the beginning and without further effect. We may assign any right or duty under these terms of use or related to this Site with or without notice to you. Subject to the foregoing, these terms of use will be binding upon and will inure to the benefit of you and us, and each of our respective representatives, heirs, administrators, successors and permitted assigns.

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We reserve the right to amend these terms of use from time to time by posting the amended terms on this Site. We will notify you of these changes by updating the "Effective Date" for these terms of use, or by posting a notice on our Site that the terms of use have been changed. However, it remains your responsibility to review the terms of use, and your continued use of this Site after we have amended the terms of use shall signify your acceptance of the amended terms. These terms of use may be modified by you only by obtaining the prior written consent of an authorized representative of CPS Investment Advisors.

WAIVER

No duty or breach of these terms of use may be waived by any act, omission or knowledge by us, except by an instrument in writing expressly waiving the duty or breach and signed by an authorized representative of CPS Investment Advisors. Any waiver (express or implied) by us of any duty or breach will not constitute a waiver of any other or subsequent duty or breach.

CONTACTING US

If you have questions about these terms of use, the Privacy Policy for this Site, or any other questions concerning this Site, please contact:

CPS Investment Advisors
Attn: Web Site Administration
205 East Orange Street
Lakeland, FL 33801
863.688.1725
sherrie@cpsinvest.com

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CPS Investment Advisors
Attn: Web Site Administration
205 East Orange Street
Lakeland, FL 33801
863.688.1725
sherrie@cpsinvest.com

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- A physical or electronic signature of a person authorized to act on behalf of the owner of the right that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed, including, if available, a URL where the copyrighted work exists or a copy of the copyrighted work;
- Identification of the material claimed to be infringing, including a URL or other specific location on this Site where the material can be found;
- The name, address, telephone number and e-mail address of the complaining party;
- A statement by the complaining party that it has a good faith belief that there is no legal basis for the use of the materials complained of; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner.
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- A physical or electronic signature of the individual whose information or materials was removed;
- Identification of the material and its location before it was removed or disabled;
- A statement under penalty of perjury that the material was removed or disabled as a result of mistake or misidentification;
- The name, address, telephone number and e-mail address of the individual whose materials was removed; and
- A statement that the individual consents to federal court jurisdiction in the district in which it resides, or if overseas, to jurisdiction in any district in which we may be found, and that the individual will accept service of process from the party providing the initial notification.
- Upon receipt of any such counter notification, we shall promptly provide a copy of it to the party providing the initial notification and shall replace, or restore access to, the material in not less than ten (10) days and not more than fourteen (14) days – provided that the party that submitted the initial notification does not first notify our designated agent that it has filed an action seeking a court order to restrain the individual from engaging in the allegedly infringing activity. We advise you to seek the advice of legal counsel before filing any notification or counter notification in accordance with these terms of use. There are substantial penalties for making false claims under the DMCA.

ENTIRE AGREEMENT

These terms of use constitute the entire agreement between you and us with regard to your access to and use of this Site, and supersede all prior and contemporaneous negotiations, statements and agreements, whether written or oral, relating to the subject matter hereof, except that, in the case of any CPS Client, this Agreement does not supersede any Service Agreement. To the extent the provisions of any Service Agreement conflicts with these terms of use, the provisions of the Service Agreement shall control. In the event any provision of these terms of use is judicially determined to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent permitted under applicable law, and the remaining provisions will continue in full force and effect.