

Bahl & Gaynor  
Website Terms of Use

Last Revised: April 2024

These Terms of Use (the “Terms”) are entered into between you (“you,” or “User”) and Bahl & Gaynor, Inc. (“Bahl & Gaynor,” “we,” “us,” and “our”). These Terms govern your access to and use of Bahl & Gaynor’s services offered on the website located at <https://www.bahl-gaynor.com/> (the “Website”), including any content or functionality offered on or through the Website. The Website is published, owned, and operated by Bahl & Gaynor.

By accessing, browsing, submitting information to and/or using the Website, you agree and acknowledge on your own behalf that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives.

**All investments involve risk including loss of principal invested. Past performance does not guarantee future performance. Individual client accounts and performances may vary. To speak directly with a consultant about your past, present, or future account requirements, including these Terms, please contact the Bahl & Gaynor offices as directed under the “Bahl & Gaynor Contact Information” section below.**

**If you do not agree to these Terms, please do not use the Website.**

**1. Purpose of the Website.**

The Website is provided solely for informational purposes and the purposes of enabling communication between you and Bahl & Gaynor. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our products and services. Any information provided on the Website is not investment advice and does not constitute and may not be used or construed as an indicator of past or future performance, an offer, recommendation or solicitation to buy or sell any security, derivative, investment or other product or service, nor shall any security, derivative, investment or other product or service be offered or sold to any person, in any jurisdiction in which such an offer, solicitation, purchase, or sale would be unlawful under the securities laws of such jurisdiction.

The Website is not intended to provide tax, legal, insurance, or investment advice. You alone are responsible for determining appropriate investments, securities, or strategies based upon information gained solely through the Website. You should consult an attorney or tax professional regarding specific legal or tax considerations.

For Users resident in the United States only, a Registered Investment Adviser may only transact in a particular state after licensure or satisfying qualification requirements of that

state, or only if they are excluded or exempted from the state's Registered Investment Advisor's agent requirements, as the case may be.

We do not warrant the accuracy, completeness, or usefulness of this information at any particular time. Any commentaries, articles, or other opinions on the Website are intended to be general in nature and for current interest. All content on this Website is presented as of the date published or indicated, and may be superseded by subsequent market events, or for other reasons. Some of that content may be supplied by companies that are not affiliated with Bahl & Gaynor, and likewise such content may not be accurate, useful, or complete. Any reliance you place on such information is strictly at your own risk. Bahl & Gaynor disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Website, or by anyone who may be informed of any of its contents. Any information you provide or that is collected by Bahl & Gaynor through the Website shall be handled in accordance with the Website's [Privacy Policy](#), which is hereby incorporated by reference. To the extent permitted by applicable law, by using the Website you consent to the collection, use, disclosure, and other handling of your personal information as set out in our [Privacy Policy](#). You may contact us with privacy questions as set out in our Privacy Policy.

## **2. Use of the Website.**

Bahl & Gaynor grants you a non-exclusive right to access and use the Website and the data, material, content or information herein (collectively, the "Content") solely for your personal use. Your right to access and use the Website shall be limited to non-commercial purposes unless you are otherwise expressly authorized by Bahl & Gaynor to use the Website for commercial purposes. You agree to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Website and comply with applicable laws.

## **3. User Account Responsibility.**

If you are given, or if you create, an account (including any password) to access the Website, you are responsible for maintaining the confidentiality and security of your account, including all of your passwords. When creating an account, you agree to provide us with accurate and complete information and detail, as required, and to keep it up to date. You are responsible for all activities that occur under your account and you agree to notify Bahl & Gaynor immediately of any unauthorized use of your account. Bahl & Gaynor is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

## **4. Prohibited Uses.** You agree that you will not:

- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of them;

- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with Bahl & Gaynor or the Website;
- Use the Website as a result of misrepresenting your identity or affiliation with any person or entity;
- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by Bahl & Gaynor;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate Bahl & Gaynor, a Bahl & Gaynor employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

#### **5. Third-party Websites.**

The Website may contain links to websites and platforms controlled or operated by persons and companies other than Bahl & Gaynor (“Linked Sites”). Linked Sites are not under the control of Bahl & Gaynor, and Bahl & Gaynor is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. Bahl & Gaynor is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. Bahl & Gaynor is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Bahl & Gaynor of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support Bahl & Gaynor or are identified in the Website, including any delivery of and payment for goods and services.

#### **6. Linking to the Website and Social Media Disclaimers.**

The information contained on this Website, and any related social media platform such as Twitter or LinkedIn, is for general information purposes only and should **NOT** be considered a recommendation or investment advice. Bahl & Gaynor’s Website and social media profiles should not be considered a solicitation of services. Links to websites and other resources operated by third parties are provided solely as a convenience and there can be no assurance as to the accuracy or completeness of the information. Bahl & Gaynor is not responsible for any third party content, services, products, or information.

**NOTICE: As a SEC-registered investment advisory firm, Bahl & Gaynor is restricted from using any form of testimonial relating to our investment advisory**

**services. Twitter or LinkedIn recommendations or endorsements are viewed as a testimonial by the SEC. This policy requires that we hide any recommendations or endorsements. Bahl & Gaynor is not registered as an adviser or in any other capacity in any jurisdiction in Canada and may only provide advisory services in Canada pursuant to applicable exemptions from registration.**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain Content on this Website;
- Send emails or other communications with certain Content, or links to certain Content, on this Website; or
- Cause portions of Content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use the feature solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features, Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you
- Cause our Website or any portion of it to be displayed, or appear to be displayed on any other website;
- Link to any part of the Website other than the homepage; or
- Otherwise take any action with respect to the Content on this Website that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link. We may also disable all or any social media features and any link at any time without notice in our sole discretion.

## **7. Intellectual Property Notices.**

The Website and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, you are not permitted to use the Website or Content in any manner, except as expressly permitted by Bahl & Gaynor in these Terms. The Website and Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify,

rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of Bahl & Gaynor or other applicable owner.

Copyright. You should assume that everything you see or read on Bahl & Gaynor's Website is copyrighted unless otherwise noted and may not be used without the written permission of Bahl & Gaynor. Bahl & Gaynor neither warrants nor represents that your use of materials displayed on Bahl & Gaynor's Website will not infringe the rights of third parties. Content, images, photographs, data, or illustrations displayed on Bahl & Gaynor's Website is either property of, or used with permission by, Bahl & Gaynor. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms or specific permission provided elsewhere on Bahl & Gaynor's Website. Any unauthorized use of any content, images, photographs, or illustrations may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Trademark. Nothing contained on Bahl & Gaynor's Website should be construed as granting or conveying, by implication, or otherwise, any license or right to use any trademark displayed on Bahl & Gaynor's Website without the written permission of Bahl & Gaynor or such third party that may own a trademark displayed on Bahl & Gaynor's Website. Your misuse of Bahl & Gaynor's trademark(s) displayed on Bahl & Gaynor's Website, or any other Content on Bahl & Gaynor's Website, except as provided herein, is strictly prohibited.

Your Content. Any Content you create or own or to which you have a license and use on the Website is your Content. In sharing your Content on the Website, you warrant and represent you have the legal right to use your Content and grant Bahl & Gaynor an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use your Content in providing any Website services as described in these Terms and in any posted policies on the Website. The Website services may also provide you with features like photo thumbnails, previews, easy sorting, editing, sharing, creating templates, and searching. These and other features may require Bahl & Gaynor systems to access, store, and scan your Content. You may also be able to share your Content with others, so please think carefully about what you share. Any of your Content that includes personal information (as defined in applicable laws) is also subject to our Privacy Policy, and in the event of any contradiction between the Terms and our Privacy Policy with respect to personal information, our Privacy Policy will prevail.

You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Website. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, Bahl & Gaynor or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Questions regarding the use of any intellectual property provided on the Website should be directed to [info@bahl-gaynor.com](mailto:info@bahl-gaynor.com).

## **8. United States and Canada Only.**

Bahl & Gaynor is based in the state of Ohio in the United States. Bahl & Gaynor provides this Website for use only by persons located in the United States and Canada. We make no claims that the Website or any of its contents are accessible or appropriate outside of the United States or Canada. Access to the Website may not be legal by certain persons or in certain countries. With respect to persons located in Canada, no information or other materials on the Website is investment advice, nor does any of it constitute an offer, recommendation or solicitation to buy or sell a particular financial instrument. Bahl & Gaynor is not registered as an adviser or in any other capacity in any jurisdiction in Canada and may only provide advisory services in Canada pursuant to applicable exemptions from registration.

## **9. No Guarantee**

There is no guarantee or promise that the information on this Website or the services provided by Bahl & Gaynor will result in a certain outcome. All investments involve risk including loss of principal invested. Past performance does not guarantee future performance. Individual client accounts and performances may vary.

## **10. Disclaimer.**

EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN THESE TERMS, ALL INFORMATION, CONTENT, OR SERVICES PROVIDED BY BAHL & GAYNOR TO YOU VIA THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. BAHL & GAYNOR AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, BAHL & GAYNOR AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE WEBSITE. YOU SPECIFICALLY ACKNOWLEDGE THAT BAHL & GAYNOR AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER BAHL & GAYNOR NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. BAHL & GAYNOR FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE

OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT BAHL & GAYNOR, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE WEBSITE OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST BAHL & GAYNOR FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT IS TO CEASE YOUR USE OF THE WEBSITE AND/OR THE CONTENT. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

### **11. Limitation of Liability.**

UNDER NO CIRCUMSTANCES SHALL BAHL & GAYNOR OR ANY OF ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF BAHL & GAYNOR OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY ACCESSING THE WEBSITE SUBJECT TO THESE TERMS OF USE, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR." SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM

STATE TO STATE. IN ANY CASE, BAHL & GAYNOR'S AND ITS LICENSORS' ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO VENDOR FOR THE PLATFORM IN THE SIX (6) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, OR TEN DOLLARS (\$10.00), WHICHEVER IS GREATER.

## **12. Indemnity.**

You agree to defend, indemnify and hold harmless Bahl & Gaynor and its affiliates, directors, officers, employees, and/or agents (collectively, "Company Indemnitees") from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) that may be incurred by any Company Indemnitees arising out of or relating to your Content, your violation of these Terms, your violation of any applicable laws, rules or regulations in connection with the Website, or from any other misuse of the Website. You agree that in the event any claim, allegation, suit or similar proceeding is commenced by a third party against any Company Indemnitees, that you will pay for the defense thereof, including reasonable attorneys' fees and costs. Notwithstanding any of the foregoing, Bahl & Gaynor reserves the right to assume the exclusive defense and control of any proceeding that relates to Bahl & Gaynor, the Website, or any aspects thereof, whether or not subject to indemnification hereunder, and in such case you will cooperate fully with Bahl & Gaynor in our defense thereof.

## **13. Termination and Restriction of Access.**

In its sole discretion, Bahl & Gaynor may terminate or suspend your access to the Website for breach of these Terms or for any reason whatsoever, with or without notice. Bahl & Gaynor shall not be liable for any losses or damages arising from any such termination of service.

## **14. Arbitration.**

At its sole discretion, Bahl & Gaynor may require you to submit any disputes arising from use of the Website, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law. By using the Website, you hereby consent to submission of any dispute to be final and binding arbitration.

## **15. Limitation on Time to File Claims.**

Any cause of action or claim you may have arising out of or relating to these Terms or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

## **16. Governing Law & Jurisdiction.**

These Terms are governed by the laws of the State of Ohio, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Cincinnati, Ohio, U.S.A. in all disputes arising out of or relating to the use of the Website. The parties



have required that this agreement and all documents related to this agreement be drawn up in English. As to any ambiguities resulting from translation from English to any other language, provisions in the English language shall be controlling in all respects. PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (“UN CONVENTION”), THE PARTIES AGREE THAT THE UN CONVENTION WILL NOT APPLY TO THIS AGREEMENT.

### **17. Changes to these Terms of Use.**

Bahl & Gaynor may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Bahl & Gaynor. The effective date of any Terms will be reflected in the “Last Revised” entry at the top of these Terms. Your continued use of the Website after any such change is communicated shall constitute your consent to such change(s).

### **18. Security and Notification.**

Website access will require a Secure ID, which must remain secure to prevent unauthorized access to your accounts, and its access to our systems. All activities that occur in connection with your Secure ID are your sole responsibility. Please make every effort to protect the confidentiality of your Secure ID and its access to our systems. If you believe your Secure ID has been compromised, either by unauthorized disclosure or use, notify Bahl & Gaynor immediately.

### **19. General.**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bahl & Gaynor as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of Bahl & Gaynor in all instances. Bahl & Gaynor may assign these Terms, in whole or in part, at any time. Bahl & Gaynor’s performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Bahl & Gaynor’s right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Bahl & Gaynor with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and Bahl & Gaynor with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Bahl & Gaynor. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating

to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**20. Bahl & Gaynor Contact Information.**

Questions can be directed to Bahl & Gaynor at:

255 East Fifth Street  
Suite 2700  
Cincinnati, OH 45202  
513-287-6100; 1-800-341-1810  
info@bahl-gaynor.com.