

Terms of Use

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3. Disclaimers

Information on this Website is provided “as is” and “as available.” We do not guarantee the accuracy, completeness, or usefulness of any information and disclaim all liability arising from any reliance placed on such materials by you or anyone else.

4. Limited Access Areas

Some areas of this Website may be restricted to authorized users only. If you are provided with login credentials, you are responsible for maintaining their confidentiality and agree not to share them. Unauthorized access is strictly prohibited.

5. Forward-Looking Information

The Website may contain forward-looking statements, which are inherently speculative and subject to risks and uncertainties. Actual results may differ materially from those projected. We undertake no obligation to update any such statements.

6. No Investment, Legal, or Tax Advice

Nothing on this Website constitutes investment advice, legal advice, tax advice, an offer to sell, or a solicitation of an offer to buy any securities or services. Always consult with qualified professionals before making legal, tax, financial, and/or investment decisions.

7. Intellectual Property

All content on this Website, including but not limited to text, graphics, logos, images, software, and design, is owned by or licensed to Kovack Financial, LLC and is protected by copyright, trademark, and other intellectual property laws. Unauthorized use may violate these laws. You may not remove the name or logo of Kovack Financial, LLC from any materials obtained from this Website without expressly authorized written permission is granted by Kovack Financial, LLC.

8. Warranties and Disclaimers

We expressly disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the Website will be error-free, secure, or continuously available.

9. Severability

If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

10. Infringement Notices

If you believe that content on this Website infringes upon your intellectual property rights, please contact us with sufficient detail to enable us to investigate and respond appropriately.

11. Privacy Policy

Your use of this Website is also governed by our Privacy Policy, which is incorporated herein by reference. Please review our Privacy Policy to understand our data collection and use practices.

12. Application of Website to Areas of Registration

This Website is intended only for individuals residing in jurisdictions where Kovack Financial, LLC and/or its subsidiaries are registered or exempt from registration as a broker-dealer or investment adviser. Nothing on this Website shall be construed as a solicitation or offering to individuals in jurisdictions where such solicitation or offering is not permitted. If you are accessing this Website from a location in which Kovack Financial, LLC, or its subsidiaries are not registered, this Website is not intended for you.

13. Violation of Terms

Violation of these terms may result in the termination any rights granted to you and/or your access to the Website without notice or liability. Termination of your access or use will not waive or affect any other right or relief to which Kovack Financial, LLC. may be entitled to at law or in equity.

14. Limitation of Liability

You hereby acknowledge and agree that, to the maximum extent permitted under applicable law, Kovack Financial, LLC shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, whether based in contract, tort (including negligence), strict liability, or otherwise, arising out of or in any way connected with: Your access to or use of this website; Any other websites accessed through links provided on this website; Any action or inaction by Kovack Financial, LLC in response to any communication from you regarding this Website; Any delay or inability to use the website; The removal, deletion, or loss of any content or materials submitted or posted on the website; or any other matter relating to your use of the website.

This limitation of liability includes, without limitation, any damages resulting from: Failure of performance, error, omission, interruption, or deletion; Defects, delays in operation or transmission, or computer viruses; File corruption or communication line failures; Network or system outages; Unauthorized access to or alteration of your transmissions or data; or theft, destruction, or loss of records, data, or content, whether tangible or intangible.

You further expressly acknowledge and agree that Kovack Financial, LLC shall not be liable for any defamatory, offensive, or unlawful conduct of any third party, including users of the website.

15. Indemnification

You agree to indemnify, defend and hold harmless Kovack Financial, LLC and its officers, managers, members, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Website and any violation of

these Terms of Service. If you cause a technical disruption of the Website or the systems transmitting the Website to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Kovack Financial, LLC reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Kovack Financial, LLC in the defense of such matter.

16. Choice of Law

These Terms of Use are governed by and construed in accordance with the internal laws of the State of Florida.

17. Arbitration

ANY ISSUES DISPUTES, CONTROVERSIES, OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY ARBITRATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) WILL BE FINAL AND BINDING ON THE, AND THE JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE TO SETTLE THE DISPUTE BY ARBITRATION PROCEEDINGS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES. IN THE EVENT OF ANY LITIGATION, WHETHER IN COURT OR ARBITRATION ARISING OUT OF THE AGREEMENT, THE PREVAILING PARTY IN SUCH LITIGATION SHALL BE ENTITLED TO COLLECT ATTORNEYS' FEES AND COSTS FROM THE LOSING PARTY. IF ANY PROVISION OF THIS ARBITRATION CLAUSE IS FOUND TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL CONTINUE TO BE ENFORCEABLE. THIS AGREEMENT TO ARBITRATE DOES NOT ENTITLE ANY PARTY TO ARBITRATE CLAIMS THAT WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS IF SUCH CLAIMS WERE BROUGHT IN A COURT OF COMPETENT JURISDICTION. IF AT THE TIME A DEMAND FOR ARBITRATION IS MADE, THE CLAIMS SOUGHT TO BE ARBITRATED WOULD HAVE BEEN BARRED BY THE RELEVANT STATUTE OF LIMITATIONS OR OTHER TIME BAR, ANY PARTY TO THIS AGREEMENT MAY ASSERT THE LIMITATIONS AS A BAR TO THE ARBITRATION BY APPLYING TO ANY COURT OF COMPETENT JURISDICTION. THE FAILURE TO ASSERT SUCH BAR BY APPLICATION TO A COURT, HOWEVER, WILL NOT PRECLUDE ITS ASSERTION BEFORE THE ARBITRATORS.

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