

## Website Terms and Conditions of Use

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.ancora.net> website (the "Service") operated by Ancora Holdings, Inc. and its affiliates ("Ancora", "us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. We may amend these Website Terms of Use, from time to time without notice to you by posting the most recent version on this Website.

Please access and review these Website Terms of Use regularly. If you find any of the terms or conditions of these Website Terms of Use unacceptable to you at any time, please discontinue your use of this Website. By continuing to access this Website after the date of any amendments to these Website Terms of Use, you agree to be bound by the amended Website Terms of Use.

Certain sections, documents or pages on this Website may contain separate terms, conditions, disclosures or disclaimers, which are in addition to the Website Terms of Use. In the event of a conflict, the additional terms, conditions, disclosures and disclaimers will govern for those sections or pages. These Website Terms of Use are in addition to those that apply to any accounts or services you may have with us.

### Use of the Website

You agree that you will not engage in any activities related to this Website that are contrary to applicable law, regulations or the terms of any agreements you may have with us, our vendors, or other third parties in connection with your use of this Website. You further agree to establish commercially reasonable security procedures and controls to protect any of your confidential information. Further, you agree not to misuse this Website or its contents. This Website is intended for persons who are thirteen years old or older. If you are under thirteen, do not use this Website. If you need accommodations in order to use this Website, please contact our client service staff by using the "Contact" page on this Website. Some information is only accessible under given condition such as if the requested information requires eligibility. Private Fund information is only accessible under give conditions, such as the qualified or accredited status of the individual, as defined by SEC rules.

### Use of Information Included on this Website

All information provided on this Website is intended for informational purposes only. All information is believed to be reliable, but is not warranted to be accurate, timely or complete, nor is any information intended to constitute financial, accounting, legal or tax advice. Many factors unknown to us may affect the applicability of any statement or comment made on the Website to your particular circumstances. You should consult directly with your tax or legal advisor or other financial provider before acting on any information on this Website. Investment services are not bank deposits or insured by the FDIC or other entity, and are subject to investment risks, including possible loss of principal amount invested.

*Ancora Holdings Inc. is the parent company of three registered investment advisers with the United States Securities and Exchange Commission; Ancora Advisors, LLC, Ancora Family Wealth Advisors, LLC, Ancora Retirement Plan Advisors, Inc. In addition, it owns Inverness Securities, LLC, a FINRA & SIPC member broker dealer.*

## Website Cookies

We may utilize online identification technologies -- such as cookies, web beacons, or pixels -- on the Websites. "Cookies" are small text files placed on your hard drive that assist us in providing a more customized website experience. For example, a cookie can be used to store registration information in an individual site or area of a site so that you do not need to re-enter it on subsequent visits to that site or area. We use these technologies to make navigation of the Websites easier for you and to better deliver tailored content to you.

We may also use these technologies to gather tracking information and statistics regarding use of the Websites. For example, we collect information about page visits and navigation to determine what articles and topics are of greatest interest and if users are able to find content easily. Likewise, we collect information about which articles and videos are viewed and whether videos are viewed in their entirety to determine what content is of most interest to users. We also use tracking information to generate various reports regarding use of the Websites. These reports contain aggregated information about users.

We may utilize online identification technologies from marketing partners, third party sites and social media platforms. These technologies help us measure the efficacy of our marketing and awareness campaigns and to understand how visitors navigate to the Websites from an Ancora ad. We use these technologies to compile statistics about visitors who interact with the Websites and other Ancora online content, to gauge the effectiveness of our ads, and to provide more pertinent information to our visitors.

We may use site analytics providers that may set cookies in your browser. Site activity information collected by these analytics providers may be combined with personal information we hold about you. Information about the cookies used on our Websites can be found here: [Cookie Disclosure](#). Individual sites may use additional cookies or third-party analytic tools. For more information about the cookies and third-party tools used on individual sites, please review the cookie information on the individual sites you visit.

Many browsers permit individuals who are concerned about cookies to decline them. In most cases, you may refuse or delete one or more cookies and still access the Websites, but the functionality of the sites you want to visit may be impaired. You may delete site cookies from your system after you finish browsing the Websites if you wish to do so. In order to manage the Websites properly we also log information on our operational systems and identify categories of visitors by items such as domains, browser types, and IP addresses. Statistics are reported in the aggregate to our webmasters. We gather this information so that the Websites present the best web experience for visitors. Anonymous log information is also an effective information resource.

By using our Websites, you consent, where such consent is necessary and valid under applicable law, to our use of the cookies listed in our [Cookie Disclosure](#) and the placement of these cookies on your device for the purposes described. You can control and manage cookies using your browser. Please note that removing or blocking cookies can impact your user experience and some functionality may no longer be available.

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## Security

Do not communicate confidential information to us over the Internet, or request that we communicate confidential information to you over the Internet. If you choose to communicate confidential information to us over the Internet or request that we communicate information to you over the Internet, we will not be responsible for any losses or damages you may incur as the result of such communication.

## Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Ancora Holdings, Inc. and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Ancora Holdings, Inc.

## Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Ancora Holdings, Inc.

Ancora Holdings, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Ancora Holdings, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

## Hyperlinks are Not Endorsements

Links to other websites or references to other products, services or publications do not imply the endorsement or approval of such websites, products, services or publications by us. Third party websites reached through links from this Website may also have privacy and security policies different from us, and may provide less security. We are not responsible for the collection, use, or security of information by companies outside of us that may be linked to on this Website. If you choose to access any software available through links from this Website, you should take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system. You should also ensure that you have a complete and current backup of the information contained on your computer system prior to installing such software. Please review the privacy and security policies of websites reached through links from this Website.

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## Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Indemnification

You agree to defend, indemnify and hold harmless Ancora Holdings, Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

## Limitation Of Liability

In no event shall Ancora Holdings, Inc., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Ancora Holdings, Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## Enforceability

In the event any part of this Website is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all other provisions of this Website shall remain in full force and effect.

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## Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## Governing Law

These Terms shall be governed and construed in accordance with the laws of Ohio, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least a 30 day notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## Privacy

Please see the Ancora Privacy & Cayman Island DPL GDPR Privacy Policies for more information.

## Contact Us

If you have any questions about these Terms, please contact us by using the "Contact" page on this Website.

Last updated: September 30, 2019

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