
TERMS OF SERVICE

Effective Date: 1/1/2026

This website (“Site”) is operated by **PFLUG KOORY, LLC** (“Firm,” “we,” “our,” or “us”), an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”).

Registration with the SEC does not imply a certain level of skill or training.

By accessing this Site, you agree to the terms below.

1. Regulatory Status and Required Disclosures

The Firm is an SEC-registered investment adviser. Additional information about the Firm, including our current Form ADV Part 1 and Part 2A (Firm Brochure), is available through the included links or SEC’s Investment Adviser Public Disclosure database at Investment Adviser Public Disclosure.

This Site is intended solely to provide general information about the Firm and its advisory services. The content of this Site is designed to be consistent with the Firm’s current Form ADV. In the event of any inconsistency, the Form ADV governs.

2. No Offer, Solicitation, or Investment Recommendation

Nothing on this Site constitutes:

- An offer to sell or a solicitation to buy any security
- A recommendation regarding any investment strategy or security
- Personalized investment advice
- A testimonial, endorsement, or third-party rating
- A guarantee of future performance

Advisory services are offered only pursuant to a written advisory agreement and only in jurisdictions where the Firm is properly registered or exempt from registration.

3. Marketing Rule Compliance (Rule 206(4)-1)

This Site is intended to comply with Rule 206(4)-1 under the Investment Advisers Act of 1940 (the “Marketing Rule”). Accordingly:

- The Site does not include testimonials or endorsements.
- The Site does not include hypothetical, back tested, or extracted performance.
- The Site does not include specific investment recommendations.
- The Site does not include performance advertising unless presented in a manner consistent with regulatory requirements.

Any discussion of investment strategy, if present, is for informational purposes only and does not reflect actual client results unless explicitly stated and compliant with applicable SEC requirements.

Past performance, if ever referenced in compliance with applicable rules, does not guarantee future results.

4. No Client Relationship

Use of this Site does not create:

- An investment advisory relationship
- A fiduciary relationship
- A client relationship
- Any contractual obligation

An advisory relationship is established only after:

1. The Firm determines suitability and appropriateness,
 2. Required regulatory disclosures are delivered, and
 3. A written advisory agreement is executed.
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5. Fiduciary Duty Statement

When the Firm enters into an advisory relationship, it acts as a fiduciary under the Investment Advisers Act of 1940 and applicable state laws.

However, no fiduciary duty arises solely from accessing or using this Site.

6. Form ADV and Conflicts of Interest

Material conflicts of interest, fee arrangements, disciplinary information, and other required disclosures are described in the Firm's Form ADV.

Users are encouraged to review the Firm Brochure before making any decision regarding advisory services.

7. No Custody or Client Transactions via Website

This Site does not:

- Permit account access
- Facilitate transactions
- Accept investment instructions
- Maintain custody of client assets
- Accept funds or securities

Client assets are maintained with qualified custodians as disclosed in the Firm's Form ADV.

8. Cybersecurity and Data Collection

This Site is informational only and does not:

- Collect personal data
- Offer user logins
- Maintain client portals

- Request nonpublic personal information

Users should not transmit confidential or sensitive information through this Site.

While reasonable administrative safeguards are maintained, no website can guarantee absolute security.

9. Third-Party Links

Any links to third-party websites are provided for convenience only. The Firm does not control, endorse, or assume responsibility for third-party content or privacy practices.

10. Limitation of Liability

To the fullest extent permitted by law, the Firm disclaims liability for any direct, indirect, incidental, consequential, or special damages arising from use of this Site.

All information is provided “as is” without warranties of any kind, express or implied.

11. Geographic Limitation

This Site is intended for U.S. residents only. The Firm does not intend to provide advisory services in jurisdictions where it is not properly registered or exempt.

12. Intellectual Property

All content on this Site is the property of the Firm unless otherwise noted and may not be reproduced without written permission.

13. Amendments

The Firm reserves the right to modify these Terms at any time. Continued use of the Site constitutes acceptance of the updated Terms.

14. Contact Information

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