Legal Disclosure — Terms and Conditions to Use of Greatmark Investment Partners Website

Please read the following terms and conditions of use carefully before using this Web site. By using this Web site, you acknowledge that you have read these terms and conditions of use, that you understand them, and that you accept and agree to be bound by them. If you do not accept and agree to these terms and conditions of use, promptly exit this Web site. We may, at any time and at our sole discretion, revise these terms and conditions by updating this posting. Therefore, you should periodically visit this page to review the current terms and conditions.

We believe that any information on this Web site obtained by third party sources has come from reliable sources, but we cannot assure its accuracy, completeness or suitability for any purpose. The information contained within this Web site is current only as of the date of the most recent update, or if no update information has been provided, the date of issuance. Users are strongly encouraged to check the dates of issuance and most recent updates of any information contained within, or linked to, this Web site. For the most current publicly filed information on Greatmark Investment Partners, please reference our public filings with the Securities and Exchange Commission (SEC) at http://www.adviserinfo.sec.gov. We cannot guarantee that the material on this Web site has not been affected by technical malfunctions or unauthorized tampering. The materials on this Web site are subject to change without notice.

THIS WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THIS WEB SITE, IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GREATMARK INVESTMENT PARTNERS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THIS WEB SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THIS WEB SITE OR ANY LINKED SITE. FURTHER, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE FOR THE USE OF THIS WEB SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. Nothing in this paragraph waives or purports to waive any liability of ours that cannot be waived under the Investment Advisers Act of 1940 or other applicable law.

We are not responsible for any damages whatsoever, and in particular, we shall not be responsible for direct, indirect, special, punitive, incidental, or consequential damages, or damages for lost profits, loss of revenue, loss of use, lost data, lost opportunity, or any other commercial or other damages, arising out of or related to the use, reliance on, inability to use, performance, or non-performance of the information, data or merchandise that appears on, or is linked or related in any way to this Web site, whether such damages arise from contract, negligence, tort, or otherwise, even if we have been advised of the possibility of such damages. IF YOU ARE DISSATISFIED WITH THIS WEB SITE, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE THE USE THEREOF.

Nothing contained in this site constitutes investment advice, and we shall have no liability whatsoever for any investment decisions or the results of any investments made by a user of this Web site based on information contained in this site. Neither the information nor any opinion contained in this site constitutes a solicitation or offer by us to buy or sell any securities or other financial instruments, nor shall any investment advisory service discussed in this Web site be offered to any person in any jurisdiction in which such offer would be unlawful under the laws of such jurisdiction. Decisions based on information contained in this site are the sole responsibility of the visitor.

You hereby agree to indemnify, defend and hold Greatmark Investment Partners and its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms and conditions of use or any of the representations, warranties and covenants made by you herein, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required or requested in the defense of any claim. We reserve the right, at our own expense, to assume the

exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.

This Web site, and all of its contents, is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. All rights not granted to you herein are expressly reserved by Greatmark Investment Partners. Other than as expressly provided in these terms and conditions of use, your use of this Web site does not create a license or any other rights in trademarks, service marks, copyrights, patents, trade secrets or any other intellectual property or proprietary rights of Greatmark Investment Partners. The content of this Web site (the "Content") is only for your personal, non-commercial use. All materials contained on this Web site are protected by copyright, and are owned or controlled by us or the party credited as the provider of the Content (if any). You will abide by any and all additional copyright notices, information, or restrictions contained in any Content on this Web site. You may download and make one copy of the Content and other downloadable items displayed on this Web site for personal, non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content for other than personal, non-commercial use is expressly prohibited without our prior written consent or that of the copyright holder identified in the individual Content's copyright notice. You may not use, publish, display, disclose, rent, lease, modify, loan, distribute, transmit, reuse, repost any of the Content or create derivative works based on the Content, the Web site or any part thereof.

Links to third-party Web sites through so-called "hyperlinks" are provided by us as a convenience. We do not control these sites and are not responsible for the content, update or accuracy of these sites. We do not endorse or make any representations about the companies, products, or materials accessible through these hyperlinks, or the security of such Web sites. If you opt to hyperlink to other Web sites accessible through our Web site, you do so entirely at your own risk. Further, no representation or warranty is provided for any software that you may download from a link from this Web site.

THE AGREEMENT FORMED BY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE (AS EVIDENCED BY YOUR USE OF THIS WEB SITE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF GEORGIA.

You acknowledge that you are aware that by using this Web site you may be subject to security and privacy exploitations, including, eavesdropping, sniffing, spoofing, hacking, breaking passwords, harassment, exposure to objectionable material, posturing, or other security or privacy hazards. YOU ACKNOWLEDGE AND AGREE THAT ANY CONTENT OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED FROM US IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES WHATSOEVER ARISING FROM THE DOWNLOAD OR OTHER ACQUISITION OF SUCH CONTENT OR SOFTWARE. WE WILL NOT BE RESPONSIBLE IF ANY SOFTWARE OR CONTENT INFECTS OR CONTAMINATES A USER'S SYSTEM OR INFORMATION.

These terms and conditions of use, as modified from time to time, constitute the entire agreement between us and you with respect to your use of this Web site. Any cause of action you may have with respect to your use of this Web site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these terms and conditions of use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms and conditions of use, and the remainder of the terms and conditions of use shall continue in full force and effect.