

Terms of Use

Effective Date: September 21, 2026

Welcome to the website of Brick & Kyle Associates, Inc. (“Brick & Kyle,” “we,” “our,” or “us”).

By accessing or using this website, you agree to these Terms of Use. If you do not agree with these terms, please do not use this website.

These Terms of Use apply to your use of this website and the information, materials, articles, resources, graphics, and other content made available through it.

1. Website for General Information Only

The information provided on this website is intended for general informational and educational purposes only.

Nothing on this website should be construed as:

- Personalized investment advice
- Financial planning advice specific to your circumstances
- Tax advice
- Legal advice
- Accounting advice
- A recommendation to purchase, sell, or hold any security or investment
- A solicitation or offer to buy or sell securities
- A guarantee of investment results or future performance

Financial and investment decisions should be made based on your individual circumstances, objectives, financial situation, risk tolerance, time horizon, and other relevant considerations.

You should consult appropriate professional advisers regarding your particular circumstances before making financial, investment, tax, or legal decisions.

2. No Advisory Relationship Created

Your use of this website, including reading website content, submitting a contact form, sending an email, or contacting Brick & Kyle through information provided on the website, does not create an investment advisory, fiduciary, client, or other professional relationship.

An investment advisory relationship with Brick & Kyle is established only after the appropriate account-opening process, documentation, agreements, and other required procedures have been completed.

3. No Investment Instructions Through the Website

This website and its contact forms should not be used to submit investment or account instructions.

Do not use website forms or ordinary email to:

- Place trades
- Request purchases or sales of securities
- Request transfers or withdrawals
- Change account information
- Provide investment instructions
- Provide time-sensitive financial instructions
- Submit Social Security numbers
- Submit account numbers
- Submit passwords or login credentials
- Submit confidential financial records or other sensitive information

If you are an existing client and need to communicate account-related or time-sensitive instructions, please contact Brick & Kyle using the communication methods provided to you for that purpose.

Brick & Kyle cannot guarantee that information submitted through a public website form or ordinary email will be reviewed immediately.

4. Investment Risk

Investing involves risk, including the possible loss of principal.

The value of investments may fluctuate, and investment results cannot be guaranteed.

Past performance is not a guarantee of future results.

Information regarding investments, financial markets, economic conditions, retirement planning, or financial strategies appearing on this website should not be interpreted as a prediction or guarantee of future outcomes.

Individual investment results will vary.

5. Website Content

Brick & Kyle makes reasonable efforts to provide information that is accurate and useful.

However, financial markets, laws, regulations, tax rules, economic conditions, investment products, and other information may change over time.

Website content may therefore become outdated, incomplete, or inaccurate.

Brick & Kyle does not represent or warrant that all website content is:

- Complete
- Current
- Error-free
- Suitable for every user
- Appropriate for any particular financial situation

Brick & Kyle may update, modify, remove, or add website content at any time without notice.

6. Articles, Insights, and Educational Content

Articles, commentary, retirement-planning information, financial-planning materials, market commentary, and other educational content appearing on this website are provided for general informational purposes.

Such materials are not intended to address the specific circumstances of any individual.

Examples, illustrations, projections, or hypothetical scenarios, if used, are intended solely to explain concepts and should not be interpreted as guarantees, forecasts, or individualized recommendations.

Readers should consider their own circumstances and obtain appropriate professional guidance before acting on information contained in such materials.

7. Tax and Legal Information

Any discussion of taxes, estate planning, insurance, retirement planning, or legal matters on this website is provided for general informational purposes only.

Brick & Kyle does not provide legal advice through this website.

Tax laws, regulations, and individual circumstances may change and may affect how general information applies to you.

You should consult your attorney, tax adviser, accountant, or other appropriate professional regarding your individual situation.

8. Third-Party Information and Links

This website may contain links to third-party websites, articles, resources, custodians, regulatory agencies, service providers, or other external sources.

Links are provided for convenience or informational purposes.

The inclusion of a link does not necessarily constitute an endorsement, recommendation, approval, or guarantee by Brick & Kyle of the third party, its products, its services, or the information provided.

Brick & Kyle does not control third-party websites and is not responsible for:

- Their content
- Their accuracy
- Their availability

- Their privacy practices
- Their security
- Their products or services

When you access a third-party website, you do so at your own discretion and are subject to that website's terms and policies.

9. Intellectual Property

Unless otherwise stated, the text, graphics, design, logos, branding, photographs, articles, layout, and other original content appearing on this website are owned by, licensed to, or used with permission by Brick & Kyle.

Website content may be viewed and printed for personal, noncommercial use.

You may not reproduce, republish, distribute, modify, display, transmit, sell, license, or otherwise use website content for commercial purposes without prior written permission from Brick & Kyle or the applicable rights holder.

Nothing on this website grants any license or right to use any trademark, service mark, logo, trade name, or other intellectual property without appropriate authorization.

10. Acceptable Use

You agree not to use this website in a manner that:

- Violates applicable law
- Attempts to gain unauthorized access to the website, servers, systems, or accounts
- Introduces viruses, malware, or harmful code
- Interferes with the operation or security of the website
- Attempts to collect information about other users
- Misrepresents your identity
- Uses automated systems to access or disrupt the website in an unreasonable manner
- Infringes the intellectual property or other rights of Brick & Kyle or another party

Brick & Kyle may restrict or terminate access to the website where appropriate.

11. Website Availability

Brick & Kyle does not guarantee that this website will be available at all times.

The website may occasionally be unavailable due to maintenance, technical problems, security concerns, service-provider interruptions, or other circumstances.

Brick & Kyle may modify, suspend, or discontinue all or any portion of the website at any time.

12. No Warranties

This website and its content are provided on an “as is” and “as available” basis.

To the extent permitted by applicable law, Brick & Kyle makes no warranties or representations, express or implied, regarding the website or its content, including warranties regarding accuracy, completeness, availability, reliability, merchantability, fitness for a particular purpose, or non-infringement.

Nothing in these Terms of Use is intended to waive any right or responsibility that cannot lawfully be waived.

13. Limitation of Liability

To the extent permitted by applicable law, Brick & Kyle will not be liable for losses or damages arising from or related to your use of, inability to use, or reliance upon this website or its content.

This includes, without limitation, losses arising from:

- Reliance upon general website information
- Website interruptions
- Technical errors
- Third-party websites
- Unauthorized access
- Viruses or other harmful technology
- Information that has become outdated

Nothing in these Terms of Use is intended to limit or waive any rights or remedies available under applicable federal or state securities laws or other laws that cannot legally be limited or waived.

14. Privacy

Your use of this website is also subject to the Brick & Kyle Website Privacy Policy.

Please review the Privacy Policy for information regarding information voluntarily submitted through this website and the security precautions visitors should follow when communicating with Brick & Kyle online.

15. Regulatory Information

Brick & Kyle Associates, Inc. is an investment adviser.

Registration with the U.S. Securities and Exchange Commission or any other regulatory authority does not imply a particular level of skill, training, or endorsement.

Additional information concerning Brick & Kyle, its services, fees, conflicts of interest, business practices, and other important information may be available through applicable regulatory disclosure documents, including Form ADV and Form CRS.

Visitors should review applicable regulatory disclosures when evaluating an advisory relationship with Brick & Kyle.

16. Changes to These Terms

Brick & Kyle may update or revise these Terms of Use periodically.

Changes will become effective when the revised Terms of Use are posted on this website unless otherwise stated.

The effective date appearing at the top of this page indicates the date of the current version.

Continued use of the website following publication of revised Terms constitutes acceptance of the revised Terms to the extent permitted by applicable law.

17. Governing Law

These Terms of Use will be governed by applicable federal law and, where applicable, the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles.

Nothing in these Terms is intended to limit any rights or obligations arising under applicable federal or state securities laws.

18. Severability

If any provision of these Terms of Use is determined to be invalid, unlawful, or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law.

19. Contact Information

Questions regarding these Terms of Use may be directed to:

Brick & Kyle Associates, Inc.

905 Mt. Eyre Road
Newtown, PA 18940

Telephone: (215) 493-8787

You may also contact Brick & Kyle using the contact information provided elsewhere on this website.

Last Updated: September 21, 2026