

# Terms of Use

**Effective 4/1/2019**

This website is owned and operated by FormulaFolio Investments, LLC and its affiliates and subsidiaries (collectively, “ FormulaFolios”, “we” or “us”). You should carefully read these Terms of Use. Your access to and use of this Site are governed by these Terms of Use, which are a legally binding contract between you and FormulaFolios. In addition, when using a particular service and/or accessing certain materials on or through this Site, you will be subject to any posted terms, conditions and rules applicable to the service and/or materials, which are incorporated into these Terms of Use and govern any conflict or inconsistency with these Terms of Use.

## AMENDMENTS TO TERMS OF USE

FormulaFolios reserves the right to change the terms and conditions of these Terms of Use, conditions and rules relating to the Site, at any time in its sole discretion. FormulaFolios shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and these Terms of Use regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.

## THIRD PARTY SERVICE PROVIDERS

FormulaFolios may use third party service providers to help develop and maintain this site, to provide specific services offered through this site, and to help service your Account. You agree that the terms and conditions set forth in these Terms of Use, including all disclaimers of warranties and limitations of liability, inure to the benefit of any third party service providers engaged by FormulaFolios. All references to FormulaFolios are deemed to include its agents and service providers. All agents and service providers of FormulaFolios will be authorized to use your personal information only for the purpose for which they are hired.

## PASSWORD AND SITE ACCESS

You are solely responsible for the security of online access to this Site and your account, and you must take precautions to protect the confidentiality of your password and other login information (collectively, your "Account"). You should not share your password or login information with any other person or entity. You are solely responsible for verifying the accuracy of all transactions placed in your Account and for ensuring that you receive a confirmation for all transactions placed for your Account.

Contact FormulaFolios immediately if you suspect unauthorized use of your password or login information, or any other unauthorized activity on your Account. You must exit fully out of your account at the end of each session. You are and will be responsible for all activities conducted on and with the Site that make use of your password and/or login information. FormulaFolios may justifiably assume that any information received through any electronic systems and placed under your Account or password were placed or authorized by you.

## SITE MATERIALS, SERVICES AND SOFTWARE

Through this Site, FormulaFolios may make available to you: (a) certain audio and visual articles, text, information, data, images, illustrations, photographs, video, documents and other materials contained or displayed in or made available through the Site (collectively, "Materials"); and (b) various services and functionality (collectively, "Services").

FormulaFolios and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access, view, download, print, use and display Materials; and (b) use the tools and software on the Site (collectively, "Software") solely for your own internal business or personal use. In these Terms of Use, all references to the "Site" shall be deemed to include all "Software," "Materials" and "Services," unless otherwise expressly indicated. All rights

not expressly granted by FormulaFolios to you are retained by FormulaFolios, and you may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these Terms of Use. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

The Site design, text and graphics, and the selection and arrangement of such elements are copyrighted and are protected by worldwide copyright laws and treaty provisions. Unless otherwise indicated, all product and service marks and logos displayed on the Site are subject to the trademark rights of FormulaFolios, its affiliates, or its business partners. You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b) modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site; (d) decompile, disassemble or reverse engineer the Site; (e) reproduce or make copies of the Site; (f) "frame" or "mirror" the Site on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Site for any commercial or other money-making purpose; (h) use any data mining, robots, or similar data gathering and extraction tools; or (i) use any meta tags or any other "hidden text" utilizing FormulaFolios' name or trademarks without our express written consent. You acknowledge that certain elements of the Site are, or may in the future be, licensed to FormulaFolios by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of FormulaFolios.

FormulaFolios and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.

## PRIVACY

We have a policy that addresses this issue. Your use of our Site is subject to it. Please read our [Privacy Policy](#) so that you understand the parameters of privacy when using our Site. Keep in mind, however, that the information you make available as part of your public profile, and the information that you voluntarily post on this Site, are public and are not protected under our Privacy Policy.

We reserve the right to monitor some, all, or none of the areas of this Site for adherence to these Terms of Use. You acknowledge that by providing you with the ability to post information on this Site, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on this Site.

## TERRITORY

FormulaFolios operates this Site from its office within the United States. FormulaFolios makes no representation that content and materials on this Site are legal or appropriate for use from outside the United States. Please keep in mind that this Site may not conform with the laws of your country. If you access this Site from outside the United States, you do so at your own risk. You may not use the Site in violation of United States export laws and regulations.

## DISCLAIMER OF WARRANTIES

THIS SITE, INCLUDING ALL MATERIALS, SERVICES, SOFTWARE, INFORMATION AND OTHER CONTENT AVAILABLE ON AND/OR THROUGH THIS SITE, IS PROVIDED BY FORMULAFOLIOS "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CONTINUED AVAILABILITY, QUALITY, ACCURACY AND/OR SYSTEM COMPATIBILITY. IN ADDITION, NO WARRANTIES SHALL ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. BY USING THIS SITE, YOU ASSUME ALL OF THE RISKS ASSOCIATED WITH SUCH USE, AND YOU EXPRESSLY RELEASE FORMULAFOLIOS, AND ITS THIRD PARTY INFORMATION AND SERVICE PROVIDERS, FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LOSSES ARISING FROM OR CONNECTED WITH SUCH RISKS.

## LIMITATION OF LIABILITY

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL FORMULAFOLIOS, ITS AFFILIATES, ITS LICENSORS AND/OR ITS SERVICE PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY OR BUSINESS INTERRUPTIONS. ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM.

FORMULAFOLIOS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN THE SITE, OR ANY COMPONENT THEREOF, OR YOUR ABILITY TO ACCESS OR USE THE SITE, RESULTING FROM CAUSES OUTSIDE OF FORMULAFOLIOS' CONTROL, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, ACCIDENTS, STRIKES, FIRES, WAR OR ACTS OF GOD.

## TERMINATION

IF YOU DO NOT UNDERSTAND, ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE YOU SHOULD DISCONTINUE YOUR USE OF THE SITE.

FormulaFolios may terminate your access to this Site at any time and for any reason without prior notification. Additionally, FormulaFolios may modify this Site at any time, and continuing to use the Site constitutes your agreement to such modifications. We may also, in our sole discretion and at any time, with or without notice, discontinue this Site or any portion of it, restrict the time the Site is available, or restrict the amount of use permitted. You agree that we may terminate or restrict your access to this Site under

these Terms of Use or under any other applicable policy without prior notice, and acknowledge and agree that we may immediately deactivate or delete your Account, as applicable, and all related information and files. We reserve the right to bar any further access to such files and this Site. You agree that we will not be liable to you or any third-party for any termination of your Account or access to this Site. Provisions that survive termination of these Terms of Use are those relating to ownership, limitations of liability, indemnification and others which by their nature are intended to survive.

## APPLICABLE LAW, SEVERABILITY AND WAIVER

In order to ensure consistency in the interpretation and enforcement of these Terms of Use and FormulaFolios' rights in the Site, these Terms of Use will be governed and interpreted exclusively according to Maryland law, without regard to principles of conflicts of laws. Any action arising out of or relating to these terms may be brought in any federal or state court in Maryland having jurisdiction of the subject matter. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these Terms of Use shall remain in full force and effect.

The failure of FormulaFolios to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FormulaFolios in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these Terms of Use.

## INDEMNITY

You agree to indemnify and hold FormulaFolios, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, harmless from any alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of this Site, your connection to this Site, your violation of these Terms of Use or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms of Use, whether you are a registered user or not. You are solely responsible for your actions when using this Site, including, but not limited to, costs incurred for Internet access.

## COMPLAINTS AND VIOLATIONS

If you have any complaints or wish to report any violation of these Terms of Use, please contact us at [support@formulafolios.com](mailto:support@formulafolios.com) or at (888) 562-8880.