

Terms of Use

Last Modified: March 21, 2016

FIG operates this website (herein "Website") to provide financial information related features and services (herein the "Services"). The terms and conditions set forth herein (the "Terms of Use") constitute a legally binding agreement between you and FIG regarding the terms on which FIG offers you access to the Services.

Please take however much time you deem necessary to review these Terms of Use. By accessing and using this Website, you agree to be bound by each of the Terms of Use and all applicable laws and regulations governing the Website. If you do not agree with any of the Terms of Use, you are not authorized to access or use this Website for any purpose whatsoever.

1. Contents not intended for distribution or use where prohibited. The information provided on this Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject FIG to any registration requirement within such jurisdiction or country. Neither the information, nor any opinion contained in this Website constitutes a solicitation or offer by FIG to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service.

2. These terms of use may change without prior notice. FIG reserves the right to modify these Terms of Use at any time without notice to you. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. For this reason, we encourage you to review these Terms of Use whenever you use this Website and the last date these Terms of Use were modified is set forth above.

3. Notices of restrictions on your use. The Services, the Website and all data and information and/or content that you see, hear or otherwise experience on the Website (herein the "Content") is the property of FIG, its partners, affiliates, contributors or third-parties and may be protected by U.S. and international copyright, trademark, intellectual property and/or other applicable laws. Content provided by third-parties is used on the Website with the permission of said third-parties and hyperlinks to said third-parties' websites are provided where applicable.

You may download, print, and store selected portions of the Content provided that you: (1) do not copy or post the Content on any network computer or transmit, distribute, publish or broadcast the Content in any media including, without limitation, a website; and (2) do not modify or alter the Content in any way, or delete or change any copyright or trademark notice.

However, no right, title or interest in any copied or downloaded Content is transferred to you as a result of any such copying or downloading and FIG reserves complete title and full intellectual property rights in any Content you copy or download from this Website.

You agree not to alter, modify, reformat, copy, download, reproduce, duplicate, display, distribute, repost, transmit, publish, license, sell, rent, transfer, or create derivative works from any Content obtained from the Website or the Services, except as expressly permitted by these Terms of Use. Moreover, you may not use any of the marks appearing throughout this Website without the express written consent from the trademark owner, except as permitted by applicable law.

4. DISCLAIMER OF WARRANTIES. THE WEBSITE, THE SERVICES AND THE INFORMATION OR CONTENT CONTAINTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEREFORE, YOU EXPRESSLY AGREE TO ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND THE SERVICES. FIG MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE WEBSITE OR THE SERVICES. FIG ALSO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE WEBSITE, THE SERVICES, OR ANY INFORMATION OR CONTENT CONTAINED THEREIN INCLUDING, WITHOUT LIMITATION, THIRD-PARTY INFORMATION.

FIG SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF THE WEBSITE, THE SERVICES OR ANY INFORMATION OR CONTENT CONTAINED THEREIN INCLUDING, WITHOUT LIMITATION, THIRD-PARTY INFORMATION. IT IS THEREFORE YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION OR CONTENT PROVIDED BY THE WEBSITE OR THE SERVICES.

FIG DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE WEBSITE OR THE SERVICES, AND/OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR CONTENT PROVIDED BY THE WEBSITE OR THE SERVICE, WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS THEREIN WILL BE CORRECTED.

5. LIMITATION OF LIABILITY. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. HOWEVER, IF YOU ARE DISSATISFIED WITH THE WEBSITE, ANY CONTENT ON THE WEBSITE, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL FIG BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: (A) ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PROGRAMS OR INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE, THE SERVICES, OR THE INFORMATION OR CONTENT PROVIDED THEREIN; (B) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE WEBSITE, THE SERVICES AND/OR INFORMATION OR CONTENT CONTAINED THEREIN OR DOWNLOADED THROUGH THE WEBSITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE WEBSITE OR THE SERVICES; OR (E) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICES, EVEN IF FIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ABOVE EXCLUSIONS, WARRANTIES AND/OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

6. Personal information and Privacy Policy. Please review FIG's Privacy Policy on the homepage of the Website.

7. User conduct. You agree to not take any action that interferes with the proper working of the Website, imposes an unreasonable or disproportionately large load on the Website's infrastructure, might compromise the security of the Website, render the Website or the Services inaccessible to others, or otherwise cause damage to the Website or any Content contained on the Website. You agree not to add to, subtract from, or otherwise modify the Content on the Website, except as authorized by these Terms of Use or by written agreement between you and FIG.

8. General provisions.

a. Entire agreement. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter herein, and supersede all previous written or oral agreements between the parties with respect to the same.

b. Waiver. No waiver by FIG of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

c. Correction of errors and inaccuracies. The information in the Website may contain typographical errors or other errors or inaccuracies and may not be complete or current. FIG reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. FIG does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

d. No endorsements of hypertext links. Hypertext links to third-party websites or information do not constitute or imply an endorsement, sponsorship, or recommendation by FIG of a third-party, the third-party website, or the information contained therein. You acknowledge and agree that FIG is not responsible for the availability of any such websites and that FIG does not endorse, warrant, and is not responsible or liable for any such website or the content therein. Any links to other websites or information are provided for your convenience only. Accordingly, you agree and acknowledge the need to use your best judgment regarding your interactions or communications with any other website and FIG shall in no way be responsible for the same.

e. Severability. If any part of these Terms of Use is determined to be invalid or unenforceable it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect.

f. Governing Law. These Terms of Use are governed by and will be interpreted in accordance with, the laws of the State of North Carolina without regard to any conflict of laws principles. Although you acknowledge that FIG will have the ability to enforce its rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Mecklenburg County, North Carolina, U.S.A. including, without limitation, The United States District Court for the Western District of North Carolina, if applicable, regarding any and all disputes relating to these Terms of Use, FIG's Privacy Statement, your use of the Website, any other website, the Services, or Content and/or Material contained therein.