

## FIG TERMS OF USE

This FIG Terms of Use (this “Agreement”) is a binding agreement between Financial Independence Group, LLC (“FIG”), and either you as an independent insurance broker, advisor, agency, licensed broker-dealer, or other financial institution (“You,” “Your,” or “Yours”), or Your employer or other organization (“Organization”) if You are using or accessing the FIG Portal (as defined below) as an employee or agent of Your Organization and have the authority to bind Your Organization. This Agreement governs Your use, and to the extent applicable, Your Organization’s use, of FIG’s cloud-based portal and related products and services, and all related documentation, which is made available through FIG’s online portal available at <https://portal.figmarketing.com> or as otherwise provided to You subject to this Agreement (collectively, the “FIG Portal”). The FIG Portal is licensed, not sold, to You. This Agreement is in addition to and does not alter any terms and conditions between You and FIG that is subject to an ordering document or to an executed agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE FIG PORTAL. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT HAS THE SAME FORCE AND EFFECT AS IF IT WERE EXECUTED IN A WRITTEN DOCUMENT BY YOU AND FIG. BY CLICKING THE “AGREE” BUTTON AND ACCESSING OR USING THE FIG PORTAL, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS, INCLUDING WITHOUT LIMITATION CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, ARBITRATION, AND CHOICE OF NORTH CAROLINA, UNITED STATES LAW. **IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO, AND SHALL NOT, ACCESS OR USE THE FIG PORTAL.**

FIG may change, modify, add, and/or delete all or portions of this Agreement from time to time. FIG will announce any material changes to this Agreement by posting the amended version on the FIG Portal and providing a notification upon login to the FIG Portal. By accessing and/or using the FIG Portal, You accept and agree to the terms of this Agreement and the use of Your data and personal information as described in this Agreement. If You do not agree to be bound by this Agreement or any subsequent modifications, You should not access or use the FIG Portal or disclose any personal information through the FIG Portal.

If You enter into this Agreement on behalf of Your Organization, You represent and warrant that You have the authority and power to bind Your Organization to this Agreement, and as used in this Agreement, “You” refers not only to You, the individual, but also to Your Organization.

*This Agreement was last modified on June 25, 2021.*

### **1. GRANT OF LICENSE**

Subject to the terms contained in this Agreement and Your compliance therewith, FIG grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable, and non-assignable right to access and use the FIG Portal for Your internal business purposes or personal use, as applicable. You agree to use the FIG Portal in compliance with all applicable federal, state, and local laws, rules, and regulations.

You are solely responsible for, and FIG hereby disclaims any and all liability with respect to, all data, content, programs, procedures, and other information that You input into the FIG Portal and the results obtained therefrom and the accuracy and quality of the same.

Use of the FIG Portal may also be subject to the terms and conditions of any other documentation and FIG Portal specific terms and conditions applicable to the FIG Portal used by You (the “User Agreements”). You shall ensure that You agree to the terms and conditions of the User Agreements prior to use of the FIG Portal.

AS AN EXPRESS CONDITION TO ACCESS AND USE THE FIG PORTAL, YOU REPRESENT, WARRANT, AND COVENANT THAT YOU HAVE AND SHALL MAINTAIN AT ALL TIMES THIS AGREEMENT IS IN EFFECT ANY PERMIT, LICENSE,

CERTIFICATE OF AUTHORITY, OR OTHER SIMILAR CERTIFICATE, REGISTRATION, FRANCHISE, PERMISSION, OR OTHER APPROVAL REQUIRED UNDER APPLICABLE LAW TO OFFER, WRITE, ISSUE, SELL, PRODUCE, AND ADMINISTER, AS APPLICABLE, INSURANCE CARRIER ANNUITY PRODUCTS (THE "LICENSE COVENANT"). IF AT ANY TIME YOU BREACH OR FAIL TO OTHERWISE COMPLY WITH THE LICENSE COVENANT, THIS AGREEMENT SHALL IMMEDIATELY TERMINATE AND CEASE TO BE IN EFFECT. YOU ACKNOWLEDGE AND AGREE THAT FIG MAY IMMEDIATELY SUSPEND YOUR ACCESS TO OR USE OF THE FIG PORTAL IF FIG REASONABLY SUSPECTS YOU ARE IN BREACH OF THE LICENSE COVENANT UNTIL SUCH TIME THAT YOU PROVIDE SUFFICIENT EVIDENCE TO VERIFY THAT YOU ARE NOT IN BREACH OF THE LICENSE COVENANT.

## **2. RESTRICTIONS**

You shall not, and You shall not permit others to:

- (a) make the FIG Portal available to any other person or third party;
- (b) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, or lease the FIG Portal or any portion thereof or otherwise make available to any third party for any reason, including the documentation, or include the FIG Portal in a service bureau, time sharing, or outsourcing offering;
- (c) interfere with or disrupt the integrity or performance of the FIG Portal or data contained thereon;
- (d) attempt to gain unauthorized access to the FIG Portal or its related systems or networks;
- (e) use the FIG Portal except as expressly permitted by this Agreement;
- (f) copy, adapt, modify, prepare derivative works based upon, transfer, publicly display, transmit, or otherwise exploit the FIG Portal, including any function or feature thereof;
- (g) access the FIG Portal in order to build a competitive product or service;
- (h) reverse engineer, disassemble, or otherwise attempt to derive or gain access to the source code or infrastructure of the FIG Portal or any part thereof;
- (i) attempt to probe, scan, or test the vulnerability of the FIG Portal, any FIG system or network or breach any security or authentication measures, or otherwise attempt to benchmark the FIG Portal or FIG's performance of services;
- (j) store or transmit code, files, agents, or programs that could harm the FIG Portal, including viruses, worms, time bombs, and Trojan horses;
- (k) use data mining, robots, or similar data gathering and extraction methods to remove, copy, or use data or content except as expressly permitted by this Agreement;
- (l) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the FIG Portal, including any copy thereof; or
- (m) post, upload, publish, submit, or transmit or otherwise make available any content that: (i) You do not have a right to make available under any law or under contractual or fiduciary relationships; (ii) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral or other intellectual property rights, or rights of publicity or privacy; or (iii) violates applicable law or regulation.

You acknowledge and agree that FIG has no obligation to monitor Your access to or use of the FIG Portal or of the content of Your communications or data transmitted through the FIG Portal, but FIG has the right to do so for the

purpose of operating the FIG Portal, to ensure Your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. FIG may fully investigate and prosecute violations of any restrictions of Your use of the FIG Portal of the law and involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You shall use the FIG Portal exclusively for authorized and legal purposes, consistent with all applicable laws. You are solely responsible for making sure that the disclosure and use of data, content, and information that You provide to FIG through the means described herein does not knowingly violate any applicable law or infringe upon the intellectual property rights of any third party. You shall not post or upload any content or data which is libelous, defamatory, obscene, pornographic, abusive, harassing, or threatening. You shall promptly provide written notice to FIG in the event You discover any Customer Content provided is unlawful, contains errors, or otherwise violates the provisions of this Agreement. FIG reserves the right, at any time and without prior notice, to remove or disable access to any content that FIG, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the FIG Portal.

### **3. CONFIDENTIALITY; RESERVATION OF RIGHTS.**

(a) The FIG Portal contains proprietary and confidential information of FIG and its licensors and constitutes valuable trade secrets. You shall keep the content and features of the FIG Portal strictly confidential; maintain adequate security to safeguard the FIG Portal; and not allow any third-party access to the FIG Portal other than as expressly permitted in this Agreement. You shall promptly inform FIG if You become aware of any unauthorized use or disclosure of the FIG Portal. You agree that a breach of [Section 2](#) or this [Section 3](#) would cause irreparable harm and damage to FIG, and a remedy at law may not be adequate to compensate FIG for such harm and damage. Therefore, FIG shall have the right to injunctive relief without the posting of a bond. The foregoing shall be in addition to and shall not limit any other rights or remedies to which FIG may be entitled, at law or in equity.

(b) You DO NOT acquire any ownership interest in the FIG Portal under this Agreement, or any other rights thereto, other than to use the FIG Portal in accordance with the limited license granted hereunder and subject to all terms, conditions, and restrictions, under this Agreement. FIG and its licensors are the sole and exclusive owner of the FIG Portal and services provided in connection therewith and reserve and shall retain all rights, title, and interests in and to the FIG Portal, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein or relating thereto, except for the limited rights granted to You under [Section 1](#) of this Agreement.

(c) FIG may provide You with a mechanism to provide feedback, suggestions, and ideas, if You choose, about its products and services ("[Feedback](#)"). You hereby assign all rights, title, and interests, including all copyright, patent, and trade dress rights, in and to such Feedback to FIG.

### **4. COLLECTION AND USE OF YOUR INFORMATION; CONSENT.**

FIG may treat any information it collects or receives from You through the FIG Portal in accordance with its [Privacy Policy](#) (the "Privacy Policy"), which is incorporated herein by [reference](#). Please review the Privacy Policy before You use the FIG Portal. By accessing, using, and providing information to or through the FIG Portal, You understand and acknowledge that FIG will take the actions with respect to Your information set forth in the Privacy Policy. If You are unwilling to accept the terms and conditions of the Privacy Policy, please do not use the FIG Portal.

### **5. CUSTOMER CONTENT**

(a) The "[Customer Content](#)" means the data and information submitted or provided to the FIG Portal by or on behalf of You or Your Organization. You shall ensure that the Customer Content is timely provided in accordance with the terms of this Agreement. You grant FIG a non-exclusive, sublicensable, royalty-free license to access and use the Customer Content during the term of this Agreement for the purposes of (i) providing the FIG Portal; (ii) monitoring and improving the performance of the FIG Portal and other internal business purposes; and (iii) exchanging Customer Content with FIG's licensors and third-party service providers for purposes of providing the FIG Portal and services performed thereunder to You. You represent and warrant that You own or have the legal

right and authority and will continue to own or maintain the legal right and authority, to grant to FIG during the term the license set forth in this paragraph and the rights to the Customer Content as set forth in this Agreement. You shall ensure that You are entitled to transfer any and all relevant personal data to FIG so that FIG may lawfully use, process, and transfer the personal data in accordance with this Agreement, and You shall be solely responsible and liable for ensuring that any relevant third parties have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation. In certain cases, FIG may use data related to You and Your Organization that is not provided by You in connection with the FIG Portal, including without limitation, contact information and other data that may already be in FIG's possession, or that may be sourced by FIG directly or from a third-party agency or source (collectively, "Non-Customer Data"). As between FIG and You, FIG shall be the owner of the Non-Customer Data and nothing herein shall limit or restrict FIG's rights with respect to such Non-Customer Data.

(b) Subject to the below exclusions, the parties hereby agree that FIG has the right to de-identify and/or aggregate the Customer Content (collectively, the "Anonymized Data") and may use, sell, and disclose such Anonymized Data for any lawful purpose. FIG shall not use or disclose Anonymized Data in a manner that identifies You or Customer Content as the source of the data. You acknowledge and agree that FIG may use, sell, and disclose Anonymized Data for (i) the purpose of providing FIG's customers with aggregated and anonymous marketplace intelligence data; (ii) reporting and data services; and/or (iii) any other purpose as permitted under applicable law. For the avoidance of doubt, notwithstanding anything in this Agreement to the contrary, FIG is the sole and exclusive owner of the Anonymized Data. FIG shall own all statistical information and transactional data and information regarding the use of the FIG Portal, and metadata in or de-identified or aggregated versions of Customer Content; provided, that such statistical information, metadata, and de-identified data cannot reasonably be used to identify You.

(c) You acknowledge and agree that FIG shall be entitled to: (i) collect, access, modify, distribute, audit, reproduce, delete, or remove any Customer Content freely to the extent necessary to: (w) protect You; (x) provide, protect, and improve FIG's or any third party service provider's products and services; (y) protect the integrity of any data held by FIG; and (z) ensure its and Your compliance with this Agreement and any applicable laws or regulations; (ii) disclose such data and information if required by law, to enforce this Agreement, or to protect FIG's rights or those of FIG's customers; and (iii) use cookies on the FIG Portal.

(d) You shall: (i) be responsible for Your use of the FIG Portal and compliance with this Agreement and the User Agreements; (ii) be solely responsible for the accuracy, quality, and legality of Customer Content and the means by which You acquired the Customer Content; (iii) provide or obtain all consents, permissions, and authorizations required under applicable law, including from other individual end users, if applicable, as necessary to input, provide, transfer, and make available data to FIG for the purposes of providing the FIG Portal, including without limitation all personal data, personally identifiable data, and sensitive data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the FIG Portal, and notify FIG promptly of any such unauthorized access or use; (v) use the FIG Portal only in accordance with the documentation and applicable laws, rules and government regulations; and (vi) be solely responsible for Your systems through which the FIG Portal is accessed. The FIG Portal does not replace the need for You to maintain regular back-up procedures and business continuity policies with respect to Customer Content. FIG may suspend access to the FIG Portal in the event of a threat to the security or technical integrity of the FIG Portal, or if FIG reasonably suspects You have breached the use restrictions set forth in this Agreement.

## **6. SECURITY**

Users are required to provide a valid, working email address and password to access and use the FIG Portal (collectively, "Your Credentials"). You shall (1) maintain the strict confidentiality of Your Credentials, (2) not allow another person to use Your Credentials to access the FIG Portal, and (3) be responsible for any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Your Credentials. You agree to immediately notify FIG in writing by email to [support@figmarketing.com](mailto:support@figmarketing.com) of any unauthorized use of Your Credentials or any other breach of security. FIG is not and shall not be liable for any harm arising from or relating to the theft of Your Credentials, Your disclosure of Your Credentials, or the use of Your Credentials by another person or entity. Any

attempt to obtain unauthorized access, or to exceed authorized access, to the FIG Portal shall be considered a trespass and computer fraud and abuse, punishable under state and federal laws. FIG hereby notifies You that any or all communications with the FIG Portal may be monitored, captured, recorded, and transmitted to the authorities as deemed necessary by FIG in its sole discretion and without further notice.

## **7. UPDATES**

FIG may from time to time in its sole discretion develop and provide FIG Portal updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that FIG has no obligation to provide any Updates or to continue to provide or enable any features or functionality. You further agree that all Updates will be deemed part of the FIG Portal and be subject to all terms and conditions of this Agreement.

## **8. THIRD-PARTY MATERIALS**

(a) The FIG Portal may display, include or make available third-party software applications with functionality that interoperates with the FIG Portal, third-party content or data, or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that FIG is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. FIG does not assume, warrant, or support and will not have any liability or responsibility to You or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. FIG cannot guarantee the continued availability of Third-Party Materials and may cease providing them without entitling You to any refund or credit.

(b) Without limiting the generality of the foregoing paragraph, You acknowledge and agree that FIG may use a third-party payment processor in connection with the FIG Portal or other services. In order to use these features, You must agree to, and use shall be subject to, the terms and conditions of that certain third-party payment processor. To the extent there is a failure in such services and You suffer any losses, FIG may use reasonable endeavors to recover such losses from the payment processing services provider, and FIG's liability for all such losses shall be limited to the amount it is able to recover from the payment processing services provider.

(c) To provide the FIG Portal, FIG uses reputable third-party hosting providers (the "Hosting Provider"). To the extent there is a failure in the hosting services and You suffer any losses, FIG shall use reasonable endeavors to recover such losses from the Hosting Provider, and FIG's liability for all such losses shall be limited to the amount it is able to recover from the Hosting Provider and apportion in respect of Your losses.

## **9. PAYMENT**

Any fees You incur as a result of using the FIG Portal, including for all financial instruments or services made through the FIG Portal, shall be the sole and exclusive responsibility of You, or in the event You are entering this Agreement on behalf of Your Organization, then the Organization shall have the sole and exclusive responsibility for such fees.

## **10. TERM AND TERMINATION**

(a) The term of this Agreement and the license granted hereunder will commence on the date You indicate Your acceptance of this Agreement and will continue until either You stop using the FIG Portal or Your rights to use the FIG Portal are terminated by FIG as described below.

(b) If You are an individual user using the FIG Portal as part of an Organization, FIG may terminate this Agreement at any time without notice, and You may stop using the FIG Portal at any time without notice, subject to any ordering document or separate agreement between You and FIG. In addition, this Agreement will terminate immediately and

automatically without any notice if You violate any of the terms and conditions of this Agreement. Upon termination, all rights granted to You under this Agreement will also terminate, and You must cease all use of the FIG Portal. Sections 2 – 15 and any payment obligations incurred by You prior to the effective date of termination shall survive the termination of this Agreement. Termination will not limit any of FIG’s rights or remedies at law or in equity.

#### **11. DISCLAIMER**

FIG IS PROVIDING THE FIG PORTAL TO YOU “AS IS” AND “WITH ALL FAULTS AND DEFECTS,” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FIG EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE FIG PORTAL, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. FIG MAKES NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, COMPLETENESS, COMPREHENSIVENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED, OR IN CONNECTION WITH THE SERVICES OFFERED WITH THE FIG PORTAL. FIG DOES NOT WARRANT THAT THE FIG PORTAL WILL BE OPERATIONAL, UNINTERRUPTED, SECURE, ERROR-FREE, OR VIRUS-FREE. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE FIG PORTAL IS AT YOUR SOLE RISK, AND FIG DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE FIG PORTAL, THAT ERRORS WILL BE CORRECTED, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED BY, THE FIG PORTAL WILL MEET YOUR REQUIREMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING PROVISIONS APPLY. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

#### **12. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE FIG FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THE FIG PORTAL. IN NO EVENT SHALL FIG, ITS LICENSORS, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE FOR DIRECT DAMAGES, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DAMAGES WHATSOEVER RESULTING FROM OR RELATED TO ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN THE FIG PORTAL; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE FIG PORTAL; (III) ANY TRANSMISSION TO OR FROM THE FIG PORTAL; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE FIG PORTAL; (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE FIG PORTAL; AND/OR (VI) DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE, OR INABILITY TO USE, THE FIG PORTAL, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT, OR OTHERWISE), REGARDLESS IF FIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF ANY EXCLUSION, DISCLAIMER, OR OTHER PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION, AND FIG, OR ONE OF ITS AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, OR EMPLOYEES BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT, OR OTHERWISE WILL NOT EXCEED IN THE

AGGREGATE THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU TO FIG (IF ANY) OR ONE HUNDRED DOLLARS (\$100.00 USD). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE FIG PORTAL, OR WITH ANY PORTION OF THIS AGREEMENT, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE FIG PORTAL.

### **13. INDEMNITY**

You agree to indemnify and hold harmless FIG and its officers, directors, members, managers, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including without limitation reasonable attorneys' fees), arising from or relating to Your use or misuse of the FIG Portal, Your breach of this Agreement, or any negligence or willful misconduct by or on behalf of You or Your employees or agents, or otherwise related to Your use of the FIG Portal.

### **14. EXPORT REGULATION**

The FIG Portal may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the FIG Portal to, or make the FIG Portal accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the FIG Portal available outside the U.S.

### **15. MISCELLANEOUS**

(a) Severability. If any provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction, the remainder of the provision will be deemed amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

(b) Third-Party Beneficiary. There shall be no third-party beneficiaries to this Agreement.

(c) Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina, United States of America, without giving effect to any rules governing conflict of laws provisions. The parties hereby expressly disclaim the application of the United Nations Convention on the International Sale of Goods to this Agreement.

(d) Arbitration. You agree that for any dispute arising out of or relating in any way to Your use of the FIG Portal or this Agreement, such claim be resolved exclusively by confidential, binding arbitration; provided that, to the extent You have in any manner violated or threatened to violate FIG's intellectual property rights or Your confidentiality obligations under this Agreement, FIG may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Charlotte, North Carolina, U.S.A., in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to this Agreement, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all JAMS charges and fees associated with the arbitration. **YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FIG PORTAL AND ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO THIS AGREEMENT, THE FIG PORTAL, OR ANY OF THE SUBJECT MATTER CONTEMPLATED HEREIN.**

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (i) to the exclusive jurisdiction of the state or federal courts located in Mecklenburg County, North Carolina, U.S.A., for any action (a) to compel arbitration, (b) to enforce any award of the arbitrators, or (c) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (ii) to service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that sole and exclusive jurisdiction and venue for any claims will be in the state or federal courts in Mecklenburg County, North Carolina, U.S.A., and each party hereby irrevocably consents to the exclusive jurisdiction of such courts.

(e) Limitation on Actions. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FIG PORTAL MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

(f) Assignment. You may not assign, transfer, or delegate Your obligations under this Agreement, without the prior written consent of FIG, whether such assignment is by merger, change of control, reorganization, or sale of all or substantially all of Your assets or business. FIG may assign or transfer this Agreement, in whole or in part, at any time without Your prior written consent or notice. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

(g) Entire Agreement. This Agreement, the User Agreements, and addenda attached hereto, along with other agreements entered into between You and FIG, if applicable, represent the entire understanding and complete agreement by and between You and FIG. Neither party has relied upon any statement or representation, other than those expressly set forth in this Agreement.

(h) Waiver. No failure or delay by FIG in exercising any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

(i) Notice. Notice given to FIG shall be sent to the attention of:

Financial Independence Group, LLC  
Attn: Legal Department  
19520 West Catawba Avenue  
Cornelius, North Carolina 28031