

Terms of Use

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Please read these Terms of Use (the "TOU") carefully before you become a user of our websites or a subscriber to any of our services. If you do not agree to the terms and conditions contained in our Terms of Use, you agree not to use any of our websites or services.

Financial Curves, Inc., its business units, subsidiaries and affiliates ("Financial Curves," "we," or "us") provides its users with access via myfinancialcurve.com (including any related sub-domains, the "Financial Curves Sites") to:

- Free content such as newsletters and free articles ("Free Services");
- Premium content written or produced by our employees and/or independent contractors through paid subscriptions (the "Premium Services").

The Premium Services and the Free Services are collectively referred to herein as "Services" subject to and in compliance with the terms and conditions set forth herein.

1. Agreement; Changes to the TOU

The TOU are a binding agreement between you and Financial Curves, Inc. By using or accessing the Financial Curves Sites, you accept and agree to be bound by these Terms. Your use of Financial Curves Sites is governed by the version of the TOU in effect on the date each Financial Curves Site is accessed by you. We may modify the TOU at any time and without prior notice. You should review the most current version the TOU by visiting a Financial Curves Site and clicking on the Terms of Use hyperlink located at the bottom of the page. The TOU are in addition to any other agreements between you and Financial

Curves, Inc. and any other agreements that govern your use of information, content, tools, products and services available on and through the Financial Curves Sites.

We reserve the right at any time to:

- Change the terms and conditions of the TOU;
- Change the Services, including eliminating or discontinuing any content or feature of the Services (including but not limited to ceasing to provide access to the Premium Services or any component thereof); or
- Change the fees, charges or other conditions for use of the Service.

Current applicable subscription rates for the Premium Service can be found on the Financial Curves Sites or by contacting our us by telephone at 724-728-1109 Monday through Friday between the hours of 9 a.m. and 4 p.m. (all times stated in the TOU are Eastern) or by e-mail at info@myfinancialcurve.com.

2. No Commercial Use of Financial Curves Sites

The Financial Curves Sites are intended only for your personal, non-commercial use, unless you and Financial Curves, Inc. have agreed otherwise in writing.

3. Important Disclaimer

The Financial Curves Sites are not intended to provide legal, tax, investment or insurance advice. Nothing on the Financial Curves Sites should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security, insurance product or investment strategy by Financial Curves, Inc. or any third party. You understand that the content published as part of the Services is impersonal and not tailored to the investment or insurance needs of any specific person; therefore, no content published as part of the Service constitutes a recommendation that any insurance product or investment strategy is suitable for any specific person.

Certain investment planning tools available on the Financial Curves Sites may provide general investment education and information based on your input. You are solely responsible for determining whether any investment, insurance product security, investment strategy, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

You understand that any performance data contained on the Financial Curves Sites or referenced in any content thereon is supplied by sources believed to be reliable, that the calculations therein are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete. In any event, past results are not necessarily indicative of future performance. To the extent any of our Services involves model investment or insurance

strategies, you understand that your actual results may differ from results reported for the model.

4. Registration and Privacy

In order to gain access to portions of the Service, you must become a member by choosing a unique user name and password, and supply us with true, accurate, current and complete information about yourself, as required on the registration page.

If you are already a member, you may use the user name and password you chose when you registered for membership. If the information you provide is untrue, inaccurate, incomplete or outdated, or we have reasonable grounds to suspect it is, we have the right to suspend or terminate your membership, and to prohibit your current or future use of the Service. Our policy with respect to the collection and use of your personal information is set forth in our Privacy Policy.

As a member, you also have certain other obligations relating to your account:

- You may not transfer to or resell your use of or access to the Service to any third party;
- You are responsible for all activities that occur under your account;
- You are responsible for maintaining the confidentiality of your User Name and password; and
- You agree to notify us at info@myfinancialcurve.com or 724-728-1109 if you become aware of any possible unauthorized use(s) of your account or any possible breach of security, including loss, theft, or unauthorized disclosure of your User Name or password.

5. Subscriptions for Premium Services

During the free-trial portion of your subscription, if any, you may cancel your subscription to the Premium Service at any time and not be billed by notifying our Financial Curves, Inc. office by telephone at 724-728-1109 Monday through Friday between the hours of 9 a.m. and 4 p.m.

Please note that immediately upon purchasing a Premium Service Passcode or, if applicable, following the expiration of your free trial period, your credit card will be billed the applicable subscription fee and your paid subscription will commence. Once your subscription period commences the subscription fee will be non-refundable. Your Premium Service Subscription grants you access to the specified Premium Services for the stated period of time (measured from the time when your subscription commences) and your subscription will automatically expire at the end of such period whether or not you have accessed any Premium Services during the term of your subscription period.

Financial Curves, Inc. reserves the right to terminate your access to the Service and your membership in the Premium Services, in the event you violate the TOU. In such case,

you will not be entitled to receive a refund of any portion of the subscription fee paid by you.

6. Proprietary Rights

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7. Links to Other Websites and Viral Links

Your use of certain services made available to you on the Financial Curves Sites may be governed by additional rules, which are available on our websites or by hyperlink from other websites, in connection with the service. By using any service you are acknowledging that you have reviewed all corresponding rules and agree to be bound by them. Some of the services may have been provided by third parties for your use. In the event that any service or tool is provided by a third party, such service or tool may become unavailable in the event that the agreement between us and the third party is terminated. You expressly acknowledge and agree that your use of all services and tools is solely at your risk.

Content available through the Financial Curves Sites may contain links to other Internet websites or resources. We neither control nor endorse such other websites, nor have we reviewed or approved any content that appears on such other websites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

Viral Links

You may link to the Financial Curves Sites on online bulletin boards, message boards, newsgroups, websites or chat room ("Third Party Site"). Unless you and Financial Curves, Inc. have otherwise agreed in writing, all such links must resolve to the top-level homepage of a Financial Curves domain (myfinancialcurve.com). You are not permitted to reproduce the text or other content as it appears on the Financial Curves Sites.

Any website that links to a Financial Curves Site must not suggest or imply that we are sponsoring or endorsing such website, or any of its products or services, and may not make use of any of our trademarks or service marks other than those contained within the text of the link, in each case except to the extent that we have otherwise expressly agreed in writing.

Notwithstanding anything contained herein, we reserve the right to deny permission to you to link to the website for any reason in our sole and absolute discretion.

8. Disclaimer of Warranties

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Although we attempt to ensure the integrity of the Financial Curves Sites, the content contained thereon, and the Services, we make no guarantees as to the completeness or

correctness of any Service or any content available through the Financial Curves Sites. In the event that you believe that any such materials may be factually inaccurate or may have been tampered with by unauthorized third parties, please contact us at info@myfinancialcurve.com.

9. Limitation of Liability

None of Financial Curves, Inc., its officers, directors, employees, affiliates, suppliers, sponsors, advertisers, contractors, representatives and agents are responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages or losses of any type arising out of or relating in any way to the Financial Curves Sites, any content contained thereon, any product or service used or purchased thereon or any other Service. Under no circumstances will the aggregate liability of Financial Curves, Inc., its officers, directors, employees, affiliates, suppliers, sponsors, advertisers, contractors, representatives and agents exceed \$100.

Under no circumstances shall Financial Curves, Inc., its officers, directors, employees, affiliates, suppliers, sponsors, advertisers, contractors, representatives and agents be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

The limitations contained herein shall apply (a) whether such the underlying claim is based on warranty, contract, tort (including negligence), or otherwise, (b) even if Financial Curves, Inc. or such other person has been advised of the possibility of such damages or losses, (c) notwithstanding a failure of essential purpose of any limited remedy, and (d) to the fullest extent permitted by law. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

10. Indemnification

You agree to indemnify and hold us, our officers, directors, employees, affiliates, suppliers, sponsors, advertisers, contractors, representatives and agents harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the TOU; (b) your use of the Financial Curves Sites or the Services; or (c) your violation of the rights of any third party.

11. No Right to Continued Service

We reserve the right to discontinue, amend or supplement the Financial Curves Sites or Services, or portion thereof, at any time and without prior notice. At any time without notice, we may add, delete or disable content, and/or add, delete, disable or modify some or all of the Financial Curves Sites or Services, at our sole election, and you acknowledge: (1) that you may no longer be able to use the Financial Curves Sites or Services (including without limitation Premium Services) to the same extent - or at all - as prior to such change or discontinuation, and (2) that Financial Curves, Inc. shall have no liability to you in such case, except to the extent that we voluntarily elect to terminate your access to Premium Services without cause in which case you may request a pro-rated refund (based upon the percentage of the subscription period remaining at the time of such termination) of any subscription fee paid by you to us. In no event will Financial Curves be liable for the removal of or disabling of access to any content, materials or functionality of the Financial Curves Sites or any particular Services. Financial Curves, Inc. may also impose limits on the use of or access to certain Services, features or portions of the content or the Financial Curves Sites, in any case and without notice or liability. Financial Curves, Inc. reserves absolute discretion to change pricing for use of the Financial Curves Sites and the Services.

You understand and agree that Financial Curves, Inc. may, without prior notice to you or any liability whatsoever, terminate your access to and use of the Services (including Premium Services) in the event that you breach or violate the TOU or other agreements or guidelines governing your use of the Financial Curves Sites and the Services.

12. Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material on the Financial Curves Sites infringe your copyright, you may send us a notice requesting that the material be removed, or access to it blocked. Your notice must conform with the then current requirements applicable to "Take-Down Notices" under the Digital Millennium Copyright Act ("DMCA") and should. We will promptly investigate your claim. We may, at any time, request confirmation of copyright or trademark ownership from you.

Notices regarding alleged copyright infringement should be sent to the Financial Curves, Inc., 1413 Third Street, Beaver, PA 15009, Attention: Administrator.

13. Miscellaneous

The Financial Curves Sites and the Services are directed solely to individuals residing in the United States. We make no representation that materials provided through the Financial Curves Sites are appropriate or available for use in other locations. Those who choose to access the Financial Curves Sites from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and

to the extent applicable. We reserve the right to limit the availability of the Financial Curves Sites and the Services to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

The TOU, together with all Financial Curves, Inc. policies referred to herein, constitutes the entire agreement between you and Financial Curves, Inc. relating to your use of the Financial Curves Sites and the Services and such supersede and any all prior or contemporaneous written or oral agreements on that subject between us with respect to the same. The TOU and the relationship between you and Financial Curves, Inc. are governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any of its conflict of laws principles which would otherwise apply the laws of any other jurisdiction. You and Financial Curves, Inc. agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within Allegheny County, Pennsylvania, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If a court of competent jurisdiction deems any provision of the TOU unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. We reserve the right to require you to sign a non-electronic version of the TOU.

14. California Civil Code Section 1789.3 Compliance

Currently, the only fees or charges associated with using the Financial Curves Sites are the subscriptions fees for Premium Services and the cost of any products or services purchased from the Financial Curves Sites (plus any applicable taxes, shipping fees, and other charges associated with such purchases) as such are stated on the websites from time to time. We expressly reserve the right to change the pricing on any such items. To contact us regarding the Financial Curves Sites please contact us in writing at 1413 Third Street, Beaver, PA 15009, attention: Administrator, by telephone at 724-728-1109 or by e-mail at info@myfinancialcurve.com. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.