

FINLAYSON-FIFE, LLC
SUBSCRIBER AGREEMENT AND
TERMS OF SERVICE

1. GENERAL RULES AND DEFINITIONS

1.1 You choose to subscribe to premium material created or used by Finlayson-Fife, LLC (“Company”), hereinafter referred to as “Subscriber,” including but not limited to certain Company website access, RSS, API, podcast and other written, visual and/or auditory materials or downloads (collectively, the “Company Services”), which may be accessed through the Company website, mobile sites, third-party sites and website applications. You acknowledge that you have read these Terms of Service and hereby agree to abide by all of the terms and conditions of these Terms of Service (“Terms of Use”, “Terms & Conditions”, “Terms of Sale” or “Terms of Service”) between you and Company (“us” or “we”).

1.2 We may change, add or remove portions of these Terms of Service at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Service prior to each use of Company Services and by continuing to use these services, you agree to any changes.

1.3 If any of these rules or any future changes are unacceptable to you, you may cancel your subscription by sending e-mail to: office@finlayson-fife.com (SEE SECTION 10.1 REGARDING TERMINATION OF SERVICE). Your continued use of Company Services now, or following the posting of notice of any changes in these operating rules, will indicate acceptance by you of such rules, changes, or modifications.

1.4 We may change, suspend or discontinue any aspect of Company Services at any time, including the availability of any Company Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of Company Services without notice or liability.

2. CONTENT OF THE SERVICES

2.1 The contents of Company Services are intended for your personal, noncommercial use. All materials published for Company (including, but not limited to podcasts, news articles, photographs, images, illustrations, audio clips and video clips, as well as trademarks, product names, graphics, logos, slogans, colors and designs (also known as the “Content”) are protected by U.S. and international trademark, copyright and other applicable laws. Content is owned or controlled by Company or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through Company Services.

2.2 You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 2.3 of these Terms of Service), create new works from, distribute, perform, display, or in any way exploit, any of the Content or Company Services (including software) in whole or in part.

2.3 You may download or copy the Content and other downloadable items displayed on Company Services for personal use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from Company, or the copyright holder identified in the copyright notice contained in the Content. Sharing the Content with others is not considered personal use.

2.4 The Content of Company Services is owned or licensed to Company. Certain content is furnished by Third Parties, for which Company will not be liable for any delays, inaccuracies, errors or omissions in any such Content, or in the transmission or delivery of all or any part thereof, or for any damages arising therefrom.

2.5 The Content of Company Services is not medical or psychological services. You understand that Company does not diagnose, treat, or claim to cure any medical or psychological condition, and that Company's Services are not designed to replace conventional treatment methods of medical or psychological conditions. You also understand that company does not offer therapy for emotional or mental disorders and that you are responsible for your own health care decision-making by obtaining any necessary consultations with appropriately licensed health care professionals such as physicians and psychologists. In case of an emergency, you will call 911 and in case of need for medical or psychological assistance you will contact your appropriate medical or licensed mental healthcare provider.

2.6 You understand that any relational or inner-directed work, or self-reflection can bring up distressing feelings, images, thoughts and behaviors. You agree to seek medical assistance or psychotherapy or any other appropriate physical or mental diagnosis and treatment from a practitioner duly licensed in your State of residence (such as a licensed medical doctor or licensed psychologist) if you find that these distressing aspects create a danger for yourself or others.

2.7 You knowingly, voluntarily, and intelligently decide to receive Company Services, and you knowingly, voluntarily and intelligently assume all risks involved in the same. As a result of your assumption of these risks, you agree to release, hold harmless, indemnify and defend Company and its agents from and against any and all claims which you (or your representatives) may have for any loss, damage, or injury arising out of or in connection with the use of the Company Services, or arising out of or in connection with referral to other practitioners or merchants for delivery of any services.

3. SUBSCRIBER GENERATED CONTENT: SUBMISSIONS INCLUDING, COMMENTS, READER REVIEWS AND MORE

3.1 With regard to Subscriber-generated exchanges of information and inclusion of content, any information and any content that you upload, exchange, share, store, send or otherwise make available through the Service(s) (“Subscriber Content”) is your responsibility and Company assumes no liability or responsibility for such user generated information and content. This includes, but is not limited to, chat, blogs, email, email addresses and other personally identifying information, sms, text, photos, video, audio and any other Subscriber Content that you may provide or make available and accessible to other users of the Service(s). As the Subscriber of Company Services, you are hereby acknowledging that the community oriented functionality of Company Services is inherently intended to provide subscribers with the opportunity to share and provide information that you voluntarily provide and desire to make public and allow any other subscribers of Company Services access to that information. You further acknowledge that certain community features may allow subscribers to contact and otherwise communicate with you directly. Company does not make any representations or guarantees of confidentiality or privacy and accepts no responsibility for Subscriber Content and other information provided by subscribers of Company Services.

3.2 You shall not upload to, or distribute or otherwise publish on to Company Services any libelous, defamatory, obscene, pornographic, abusive, or material which otherwise violates any applicable ordinance, law, rule or regulation. Be courteous. You agree that you will not threaten or verbally abuse other Subscribers, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or “spam.” Use respectful language. Like any community, the online conversation flourishes only when our Subscribers feel welcome and safe. You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of access to all or part of Company Services. Personal attacks are a direct violation of these Terms of Service and are grounds for immediate and permanent suspension of access to all or part of Company Services.

3.3. Company Services shall be used only in a noncommercial manner. You shall not, without the express approval of Company, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

3.4 You acknowledge that any submissions you make to Company Services (i.e., subscriber-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a “Submission”) may be edited, removed, modified, published, transmitted, and displayed by Company and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions

made to Company Services may also be included in our RSS feeds, APIs and made available for republishing or distribution through other formats.

3.5 You grant Company a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to the Submissions, which includes without limitation the right for Company or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form of media now known or hereinafter developed, any Submission posted by you on or to Company Services or any other website owned by Company, including any Submission posted on or to Company Services through a third party.

3.6 You are solely responsible for the content of your Submissions. However, while Company does not and cannot review every Submission and is not responsible for the content of these messages, Company reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

3.7 By making a Submission, you are consenting to its display and publication on Company Services and for related online and offline promotional uses.

3.8 You are solely responsible for Subscriber Content that you provide on Company Services. With respect to Subscriber Content, you hereby represent and warrant that (a) you own the Subscriber Content or have all necessary licenses or permissions necessary to provide the Subscriber Content and authorize Company to use all copyright, patent or other proprietary rights in and to any Subscriber Content in manner required pursuant to the Service(s); and (b) you have the written consent, license or permission of each identifiable person to include any name or likeness of such person in the Subscriber Content.

4 ACCESS AND AVAILABILITY OF SERVICES AND LINKS

4.1 Company Services contain links to other related World Wide Web Internet sites, resources, and advertisers. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

5 REPRESENTATIONS AND WARRANTIES

5.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least eighteen

years old. You hereby agree to indemnify, defend and hold Company and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs, including, without limitation, reasonable attorneys’ fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5.4 Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through Company Services by any subscriber, information provider or any other person or entity. **You acknowledge that Company Services do not constitute medical or psychological advice or provision of such services and any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk.**

Company SERVICES AND ALL DOWNLOADABLE PRODUCTS ARE DISTRIBUTED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK.

6 REGISTRATION AND SECURITY

6.1 As part of the registration or account creation process, you will create login credentials by selecting a password and providing an email address. You also have to give us certain registration information, all of which must be accurate and updated. Each registration is for a single user only. You are not allowed to share your registration login credentials or give your login credentials to anyone else. We may cancel or suspend your access to the Company Services if you share your login credentials. You are responsible for maintaining the confidentiality of your password, which you will not have to reveal to any representative or agent of Company. You may not (i) select or use the login credentials of another person with the intent to impersonate that person; (ii) use login credentials in which another person has rights without such person’s authorization; or (iii) use login credentials that we, in our sole discretion, deem offensive. Failure to comply with the foregoing shall constitute a breach of these Terms of Service, which may result in immediate suspension or termination of your account.

6.2 Please notify office@finlayson-fife.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

6.3 You must be 18 years or older to subscribe to all parts of Company Services.

6.4 You are responsible for all usage or activity on your Company Services account. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies.

7 FEES AND PAYMENTS

7.1 As a Subscriber, we shall charge fees for access to Company Services. You may cancel your subscription at any time by following the steps provided herein. All fees will be posted prominently on the Company website and in other appropriate locations relating to Company Services. You shall pay all fees and charges incurred through your subscription at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any digital products or services offered for sale through Company Services by us or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of Company Services through your subscription account.

7.2 You hereby authorize Company to charge your credit card, debit card or bank account in connection with the ongoing cost of applicable subscriptions for Company Services. You acknowledge and agree that the authorization to charge your credit card, debit card or bank account for Company Services shall automatically transfer to any successors or assigns that provide Company Services. You may not assign or transfer your subscription to any other person or entity. If there is a dispute regarding Company Services, or the terms and conditions related thereto and you are denied a refund or other compensation for a valid reason under these Terms of Service, and you file a claim against Company or its respective affiliates, Company or its respective affiliates shall be entitled to collect from you all costs (including attorney's fees) associated with defending such a claim.

7.3 You must notify Company of any changes with respect to your information, including any changes in credit card, debit card or bank account information, changes in your contact information, any breaches of security, including the loss or unauthorized disclosure of any password or identification. Until you send notification of any such breach of security, you will remain liable for any unauthorized use Company Services.

8 COMMUNICATIONS BETWEEN Company AND SUBSCRIBERS

8.1 If you indicate on your registration form that you want to receive such information, we, our owners and assigns, will allow certain third party vendors to provide you with information about products and services.

8.2 Company reserves the right to send electronic mail to you for the purpose of informing you of changes or additions to Company Services.

8.3 Company may contact you via e-mail regarding your participation in subscriber surveys, asking for feedback on current Company Services or prospective products and services. Unless otherwise disclosed to you, this information will be used to improve Company Services and better understand our subscribers, and any information we obtain in such surveys will not be shared with third parties, except in aggregate form.

8.4 As a Subscriber you agree to receive a series of ongoing communications regarding Company Services. Upon receipt of this communication you will have the option to opt-out or unsubscribe.

9 DIGITAL MEDIA LICENSES

9.1 You shall have no rights to the proprietary digital media and related documentation, or any enhancements or modifications thereto, provided to you in order to access Company Services (“Digital Media”). You may not sublicense, assign or transfer any licenses granted by Company, and any attempt at such sublicense, assignment or transfer shall be null and void. You may download one copy of such digital media for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Digital Media.

10 ACCOUNT TERMINATION

10.1 You may terminate your subscriber account at any time by emailing office@finlayson-fife.com. Upon termination, you will receive an automated confirmation via e-mail that the cancellation was processed, and your access will be suspended within 48 hours.

10.2 Company may, in its sole discretion, terminate or suspend your access to all or part of Company Services for any reason, including, without limitation, breach or assignment of these Terms of Service.

11 MISCELLANEOUS

11.1 These Terms of Service have been made in and shall be construed and enforced in accordance with Illinois law. The Illinois courts in Cook County shall have exclusive jurisdiction and venue, and you consent and submit to the personal jurisdiction of such court over any claim, suit, or proceeding arising out of these Terms of Use.

11.2 Correspondence should be sent to office@finlayson-fife.com.

11.3 You agree to report any copyright violations of the Terms of Service to Company as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in Company Services, please promptly notify office@finlayson-fife.com.

12 DMCA NOTICES

12.1 If you are a holder (or agent thereof) of copyright or other proprietary rights, and you believe that any Company Services or Subscriber Content infringes upon such proprietary rights, you may submit a notice to Company pursuant to the Digital Millennium Copyright Act by submitting the following information in writing to our copyright agent: (i) the signature (physical or electronic) of the holder (or agent thereof) of a proprietary right that is allegedly infringed; (ii) identification of the work or multiple works alleged to have been infringed; (iii) identification of the material that allegedly infringes or is the subject of infringing activity that is requested to be removed or otherwise modified with information reasonably sufficient to permit Company to locate the material; (iv) contact information for Company to contact you, including an address, telephone number and/or e-mail address; (v) your statement that you have a good faith belief that use of the material in question is not authorized by the holder of the proprietary rights, its agent or otherwise under law; and (vi) your statement that the information in the notice to Company is accurate and, under penalty of perjury, that you are authorized to act on behalf of the allegedly infringed work. You acknowledge that your failure to comply fully with these requirements may result in an invalid notice under the Digital Millennium Copyright Act.

12.2 For all inquiries regarding Company Services, including DMCA notices, Copyright Infringement and Legal matters email office@finlayson-fife.com.

13 DISCLAIMER OF WARRANTIES

13.1 YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICE(S) IS AT YOUR SOLE RISK. Company AND EACH OF THEIR AFFILIATES, THIRD PARTY LICENSORS AND SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE(S) AND YOUR USE THEREOF. Company MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON THE SERVICE(S) OR ON ANY SITES LINKED TO THE SERVICE(S) AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICE(S), (III) ANY UNAUTHORIZED ACCESS TO OR USE OF Company OR ITS SECURE SERVERS OR ANY AND ALL PERSONAL OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF YOUR USE OF THE SERVICE(S), (V) ANY BUGS, VIRUSES, OR TROJAN HORSES, OR RELATED PROBLEMS THAT MAY BE

ACQUIRED OR TRANSMITTED IN CONNECTION WITH THE SERVICE(S), AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY SUBSCRIBER CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, PROVIDED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE(S). Company DOES NOT REPRESENT, WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON THE SERVICE(S), ANY LINKED WEBSITE, OR BANNER OR OTHER ADVERTISING, AND Company WILL NOT IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS.

14 LIMITATION OF LIABILITY

14.1 IN NO EVENT WILL Company OR ITS RESPECTIVE AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH (I) ANY PARTY'S USE OF THE SERVICE(S) OR A LINKED SITE, (II) ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, COMPUTER VIRUS, LINE SYSTEM FAILURE, DATA BREACH OR LOSS OF DATA, (III) ANY LOSS OF USE RELATED TO OUR SERVICE(S) OR A LINKED SITE, (IV), ANY WEB SITE OPERATED BY ANY THIRD PARTY, (V) OR ANY CONTENT OF ITS WEB SITE OR ANY LINKED SITE, EVEN IF Company IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Company AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE OR CLAIM RELATED TO OR ARISING OUT OF THE SERVICE(S) EXCEED THE TOTAL AMOUNTS PAID BY YOU FOR ACCESSING THE SERVICES, IF ANY, IN THE THREE MONTHS THAT PRECEDING SUCH ACTION.

14.2 YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS Company AND ITS RESPECTIVE AFFILIATES, LICENSORS AND CONTRACTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY BREACH BY YOU OF ANY OF THESE TERMS OF USE OR APPLICABLE LAW, INCLUDING THOSE REGARDING INTELLECTUAL PROPERTY.

15 PRIVACY STATEMENT

15.1 Information Gathered from Visitors: In common with other websites, log files are stored on the web server saving details such as the visitor's IP address, browser type, referring page and time of visit. Cookies may be used to remember visitor preferences when interacting with the website. Where registration is required, the visitor's email and a username will be stored on the server, but not shared with other entities.

15.2 How Your Information Is Used: The information is used to enhance the visitor's experience when using the website to display personalized content and possibly advertising. E-mail addresses will not be sold, rented or leased to 3rd parties. E-mail may be sent to inform you of news of our services or offers by us.

15.3 Visitor Options: If you have subscribed to Company Services, you may unsubscribe by following the instructions which are included in e-mail that you receive and in this Terms of Service. You may be able to block cookies via your browser settings but this may prevent you from access to certain features of the website.

15.4 Cookies: Cookies are small digital signature files that are stored by your web browser that allow your preferences to be recorded when visiting the website. Also they may be used to track your return visits to the website. Third party advertising companies may also use cookies for tracking purposes. Cookies may be required to use Company Services. We use cookies to provide services, to record current session information and identify user trends and patterns. You may choose to view, block or erase cookies within your web browser. However, this may limit your ability to use Company Services. Although, some web sites may be able to track your usage after cookie deletion if you come back to the same site or a related site and provide personal information.

15.5 Google Ads: Google, as a third party vendor, uses cookies to serve ads. Google's use of the DART cookie enables it to serve ads to visitors based on their visit to sites they visit on the Internet. Website visitors may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

15.6 Websites linking to Company's website have chosen to adopt this privacy policy as their own. This means that they agree to abide by the principles laid out above.

15.7 Company strives to ensure the privacy and accuracy of your confidential information. In order for you to purchase Company Services that we offer via our website, we require you to provide us with information that personally identifies you ("Personal Information"). Personal Information may include (i) contact data (such as your name, physical and email addresses, phone numbers and domain names), and (ii) financial data (such as your account or credit card number).

15.8 Aggregate information on website usage is recorded, and information volunteered by site users including all data submitted is collected and stored. This includes the use of specific services on the website and/or Service(s) such as performing keyword searches, registering for events, or requesting additional information. We also collect and retain your email address and any other information you provide, when you communicate with us via email. We collect this information to provide online services, and to enhance our Web content and improve our quality of service, as well as to provide third party offers to you through email.

15.9 The confidential data you submit is encrypted using industry standard SSL encryption. Furthermore, all of the customer data we collect is protected against unauthorized access and is never sold, traded or rented for commercial purposes to other organizations except to provide services, information, or products you've requested, when we have your permission, or in the following circumstances: (a) in the case of a sale of all of the assets of Company, a merger involving Company, a sale of assets involving Company or a corporate reorganization involving Company; (b) Company retaining another or an additional provider of services that requires the information to complete such services; and (c) when it is necessary to share information to investigate, prevent, or take action regarding illegal activities, suspected threatening or fraudulent activities, and violations of Terms of Service, or as otherwise required by law.

15.10 In addition, please keep in mind that whenever you voluntarily disclose Personal Information on-line, for example on message boards, through email, or in chat areas, that information can be seen, collected and used by others.

15.11 Through use of Company Services you may be introduced to a variety of third-party vendors and sites. The privacy policies of these third parties are not under our control. The use of any information that you may provide to any third party will be governed by the privacy policy of the operator of the site that you are visiting, which may differ from ours. As well, in some cases these third parties may share the information that they collect about you with Company. Because we do not control the privacy policies of our business affiliates or any other sites to which we may provide hyperlinks, we recommend you review the privacy policy of the site you are visiting. If you cannot find that site's privacy policy, or if you are uncertain about the entity to which you are providing your information, you should contact that site directly for more information.