

# **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”).

Confidentiality and privacy within the Company Services are a shared responsibility of all participants and COMPANY. As a subscriber of the Company Services, You understand everything said as part of the Company Services is confidential information. Further, You agree to not disclose to anyone confidential information from the Company Services. Confidential information includes, but is not limited to, names, physical descriptions, biological information, health information, and specifics to the content of interactions with other subscribers.

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](mailto: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.

5.2 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](mailto: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](mailto: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](mailto:office@finlayson-fife.com).