

FPA TERMS OF SERVICE

SECTION 1 – GENERAL TERMS

These Terms of Service apply to the use of the services of The Financial Planning Association (“Association”), a 501(c)(6) non-profit membership organization. These services include our website, our mobile applications, any other websites or mobile applications that link to these Terms of Service, as well as the capability to communicate and transact with us by email or telephone. The terms “we”, “us”, and “our” refer to the Association. We offer the services (“Services”) of our Association to you only if you are 18 years of age or older and if you agree to these Terms of Service. Please read these Terms of Service carefully before accessing or using our Services. By visiting and using our Services, you warrant and represent that you meet all of the foregoing eligibility requirements and agree to be bound by these terms and conditions.

If you do not agree to all the terms and conditions of this agreement, then you may not access the Services. These Terms of Service are an offer, and acceptance is expressly limited to these Terms of Service.

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all use of the Services thereafter. It is your responsibility to check this page periodically for changes and you agree that your continued use of or access to the Services following the posting of any changes constitutes acceptance of those changes.

By using our Services, you warrant and represent that you have capacity to form a binding contract with us because (1) you are at least the age of majority in your state or province of residence or (2) you have been granted such capacity by court order, operation of law, or other legal act.

In our discretion, a breach or violation of any of these Terms of Service may result in an immediate termination or suspension of your access to any or all of the Services, and, in any event, we reserve the right to refuse service to anyone for any lawful reason at any time.

Any prices listed in the Services are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part or content thereof). You agree that we shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Services.

SECTION 2 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

The information presented on or through the Services is made available solely for general information purposes. We do not warrant its accuracy, completeness, usefulness, or suitability for any purpose. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

Occasionally, our Services may contain typographical errors, inaccuracies, or omissions relating to product descriptions, pricing, promotions, offers, product shipping charges, transit times, or availability. You agree that we may correct any errors, inaccuracies, or omissions, and change or update information, or cancel orders if any information in the Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend, or clarify information in the Services, including without limitation, pricing information, except as required by law.

The Services may include content provided by third parties, including materials provided by other users. Such content and materials are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any such content and materials.

SECTION 3 – OWNERSHIP AND INTELLECTUAL PROPERTY

By using our Services, you shall not acquire any ownership interest in any of the content in the Services. All content, including any trademarks, included in the Services is and shall continue to be the property of the Association or its licensors, and shall remain protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use, or publication by you of any such content or any part of the Services is prohibited, except as expressly permitted in this Agreement. The Association grants you a limited, revocable, non-exclusive license to use the Services and the content therein; this license may not be used for republication, distribution, assignment, sublicense, sale, or preparation of derivative works.

If you believe that any of the materials within the Services infringe your copyright, please provide us with written notice including the following information:

1. A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;

3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our agent for notice of claims of copyright infringement on the Services can be reached by email at pr@onefpa.org or by mail to Chief Communications Officer, Financial Planning Association (FPA), 1290 Broadway, Suite 1625, Denver, CO 80203.

SECTION 4 – THIRD-PARTY TOOLS AND LINKS

We may provide you with access to third-party materials and tools, including materials made available to us by third-party partners. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind. And, although we are grateful for our partners’ engagement and support, we do not endorse or approve partner-provided content and such content is provided without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party materials and tools. You agree that your use of optional tools in the Services is entirely at your own risk. We recommend that you familiarize yourself with and approve of the terms on which any materials or tools are provided by the relevant third-party providers.

Moreover, links in the Services may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of third-party materials or websites, and we do not warrant and will not have any liability or responsibility for any third-party materials, products, or services. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please carefully review third parties’ policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

SECTION 5 – FEEDBACK, IDEAS, AND OTHER SUBMISSIONS

If you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, use them in any medium. You agree that we shall have no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. You warrant and represent that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could, in any way, affect the operation of the Services. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments.

SECTION 6 – PRIVACY AND PERSONAL INFORMATION

We respect your privacy and are committed to giving you the information you need to understand how to protect it. Our Privacy Policy, available at <https://www.financialplanningassociation.org/learning/events/privacy-policy>, describes our processing of personal information, the rights you may have with regard to your personal information, and how to exercise those rights. We update the Privacy Policy from time to time as our personal information processing practices and applicable laws change. We encourage you to review it regularly. Please note that our Services may incorporate third-party technologies for tracking, including website analytics, chat-based customer support, video content, search, and targeted advertising. The personal information we collect as you use our Services may be shared with the providers of these technologies. These technologies may involve the recording of conversations and other interactions you have with our Services. The data we share with these providers may include these recordings. By using our Services, you consent to this data sharing.

SECTION 7 - PROHIBITED USES

You agree you will not use our Services for any illegal or unauthorized purpose nor may you violate any applicable laws, particularly including intellectual property laws, in your use of the Services. You also agree not transmit any malicious or destructive code, such as worms or viruses.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Services or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to

harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or any other legally protected status or characteristic; (f) to submit false or misleading information; (g) to collect or track the personal information of others; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; (j) in any manner intended to interfere with or circumvent the security features of the Services, other websites, or other services or devices on the internet; (k) disseminate or transmit unsolicited messages; (l) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques, or algorithms used by or within the Services, or (m) create a false identity or otherwise attempt to mislead the Association or any person as to the identity or origin of any communication.

SECTION 8 - DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND TIMELINESS OF CLAIMS

We do not guarantee, represent, or warrant that your use of our Services will be uninterrupted, timely, secure, or error-free. You agree that from time-to-time we may interrupt the service for indefinite periods-of-time or cancel the Services at any time, without notice to you. You agree that your use of, or inability to use, the service is at your sole risk. The Services and all products and services delivered to you through the Services are (except as otherwise expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Except with regard to claims of bodily injury or death, in no case shall we (including our directors, officers, employees, members, affiliates, agents, contractors, interns, suppliers, service providers, and licensors) be liable for any damages arising from or relating to your use of the Services that exceed the amount that you paid us for the use of the Services in the one-year period preceding the event giving rise to our liability. We also shall not be liable in any event for indirect, incidental, punitive, special, or consequential damages of any kind (including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages), arising from or related to your use of any of the Services or any products procured using the Services. These limits shall apply in all cases, regardless of whether the claim for damages is based in contract, tort (including negligence), strict liability or otherwise. These limits shall also apply even if we have been advised of the possibility of such damages. Moreover, we shall have no liability for (1) any interruption, suspension, or disruption of the Services; (2) any errors or inaccuracies in the content available from the Services; or (3) for any intentional disclosure to third parties of information relating to you or your use of the Services or communications with you. To

the extent that applicable law does not allow our liability to be limited as set forth above, our liability shall be limited to the minimum damages permitted by applicable law.

In addition, we shall not be liable for failure to perform occasioned by an event outside of our reasonable control (a “Force Majeure” event) including: strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor, or transportation, fires, storms, floods, earthquakes, explosions, pandemics, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, trade wars, or orders given by public authority.

SECTION 9 – INDEMNIFICATION

You agree to indemnify, defend, and hold us harmless, along with our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your breach of these Terms of Service, or your violation of any law or the rights of any third party.

SECTION 10 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service without affecting the validity and enforceability of any other remaining provisions.

SECTION 11 - ENTIRE AGREEMENT

These Terms of Service, including any materials incorporated by reference, constitute the entire agreement between us regarding the Services. These Terms of Service supersede any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between us (including, but not limited to, any prior versions of the Terms of Service) regarding the Services. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

SECTION 12 - GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Service and any dispute between us, except to the extent such dispute is governed under another agreement between you and us, shall be governed by and

construed in accordance with the laws of the State of Colorado without applying Colorado's choice-of-law rules. You agree that any claim or dispute with us shall be resolved only in the federal or state courts within the State of Colorado and you further expressly consent and agree to the exercise of personal jurisdiction by any state and federal courts of competent subject matter jurisdiction in connection with any such dispute. You also waive any objection to the resolution of any dispute between us in such courts on the basis of improper venue or *forum non conveniens*. You also agree (1) that any dispute between us shall be resolved only on an individual basis and that you (and we) waive any right to bring a claim on a class-action or representative basis or to have a claim brought in such a way by any other person or party; (2) to waive our right to a jury trial in connections with any controversy between us and understand that this means that a judge, rather than a jury, will resolve all factual and legal issues; and (3) that any dispute between us must be filed in a court consistent with the requirements of this section within one year of accrual or be permanently barred. You and we also agree that, to the maximum extent permitted by law, neither you nor we shall be entitled to recover any punitive or exemplary damages, regardless of the nature of the dispute between us.

SECTION 13 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at **info@onefpa.org**.