

RetirementResearcher.com Terms and Conditions

Please read this page carefully, as it contains the terms of a legal agreement (this "**Agreement**") between you, the user (hereinafter referred to as "**you**", "**You**", "**Your**", "**your**"), and Retirement Researcher, LLC (the "**Company**") that govern your access to, use of, and purchase of memberships, services and/or goods made available on or through RetirementResearcher.com ("**RetirementResearcher.com**" or the "**Site**"). By accessing, using, purchasing memberships, services or goods made available on, and/or otherwise utilizing the Site you acknowledge that you have read, understood and have agreed to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. If you do not agree to all of these terms, you may not access, use, purchase services and/or goods made available on and/or otherwise utilize the Site.

If you have any questions relating to the Site or this Agreement, please send us an email at community@retirementresearcher.com. This Agreement was last revised on January 9, 2021.

1. THE COMPANY AND RETIREMENTRESEARCHER.COM

The website RetirementResearcher.com is owned and operated by the Company. The Company is primarily a retirement research website and a network of individuals planning for retirement and advisors working in retirement planning. The Company is a licensed investment advisor. References in this Agreement to the "**Site**" shall mean RetirementResearcher.com, including but not limited to all webpages appearing on the RetirementResearcher.com internet domain, and all services and products made available on RetirementResearcher.com, including but not limited to the services and products identified in this Section 1, and all webpages or other content or information appearing on the RetirementResearcher.com internet domain or computer servers owned or utilized by the Company.

2. RetirementResearcher.com Membership; License.

a. RetirementResearcher.com Membership. The RetirementResearcher.com Membership (each a "**Membership**") consists of membership in RetirementResearcher.com, including access to various proprietary data, and access to the full Site. Additionally, you will have access to all of the tools offered on the Site. Your Membership will continue until you cancel in accordance with this Agreement. Fees for becoming a member of the Site (the "**Membership Fee**") are paid either, (a) monthly, by payment at the current fixed monthly rate, or (b) annually upon payment of the annual Membership Fee. We reserve the right to change the Membership Fee for new Members at any time, in our sole discretion. However, no Membership Fee will increase on a then existing Member while their Membership is active, so long as they continuously remain a Member. For the sake of clarity, should a Member cancel their Membership or choose to not renew, and wish to rejoin the Site at some later date, they will be subject to the then current Membership Fee that is in place at the time they rejoin the Site, regardless of the amount of the Membership Fee that Member had previously paid. THERE ARE NO REFUNDS OR PARTIAL REFUNDS OF THE MEMBERSHIP FEE ONCE THE MEMBERSHIP FEE IS CHARGED.

You may cancel your Membership at any time by simply notifying us by email at community@retirementresearcher.com.

b. License. Upon registering for a Membership, and subject to the terms of this Agreement, the Company will grant you a limited, non-transferable, royalty-free, and non-exclusive license to use the Site during the term of this Agreement. Your use of the Site shall be strictly in accordance with this Agreement. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Site. Nothing in this Agreement grants or transfers to you or to any third party any ownership rights in the Site, including the software and other intellectual property rights related to the Site. Except as specifically set forth in this Agreement, the Company owns and retains all right, title, and interest in the Site and any and all related materials.

3. ACCESS AND USE

a. Access. You shall be solely responsible for hardware, interconnections and telecommunications to access the Site. You agree that you will not use any robot, spider, other automatic device, or manual process to extract, "screen scrape," "monitor," "mine," or copy any static or dynamic web page on the Site or the content contained on any such web page for commercial use without the Company's prior express written permission. You will not spam or send unsolicited e-mail or other messages to any other user of the Site for any reason, by means of the Site or otherwise. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the Site, the Company's computer system, or other infrastructure. You agree not to modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon, the Site or any software or programming related thereto. Any access or attempt to access any areas of the Company's computer system, or information contained on the system, except for the Site and information contained thereof, for any purposes, is strictly prohibited.

b. Use. The Site is for the exclusive use of individuals planning for retirement and related service providers. Subject to the terms contained herein, the Company hereby grants to you a non-exclusive, non-transferable, non-sublicenseable, world-wide license to use the Site, which shall include the right to search, display and print the information appearing on the Site for personal, noncommercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. The Company reserves any rights not expressly granted herein. You may not search, display, print, distribute, copy, reproduce, publish, download, or transmit any material on the Site for commercial use without prior written approval of the Company. You may not "mirror" or "frame" any material contained on this Site on any other server or website, regardless of means, without prior written permission from the Company. The Company reserves the right to monitor your access and use of the Site and your compliance with the terms hereof without notice to you.

c. Use Restrictions. You agree not to post, transmit, e-mail, re-transmit or store material on, through or from the Site which, in the sole judgment of the Company: (1) is in violation of any local, state, federal or non-United States law or regulation, (2) is threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity or (3) violates the rights of any individual, group or entity, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other materials that are not appropriately licensed for use by you. You shall be responsible for determining what laws or regulations are applicable to your use of the Site. You may only use the Site in a manner that, in the Company's sole

judgment, is consistent with the purposes of the Site. If you are unsure of whether any contemplated use or action is permitted, please contact the Company immediately at community@retirementresearcher.com for clarification. By way of example, and not limitation, the following uses described below of the Site are expressly prohibited:

i. upload, post, e-mail or otherwise transmit any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that could give rise to any civil or criminal liability under both domestic and international law. Pornography and pornographic related merchandising are prohibited, including providing links to pornographic content elsewhere;

ii. threaten to harm, attempt to harm or actually harm minors in any way;

iii. impersonate any person or entity, including, but not limited to, a Company employee or agent, or falsely state or otherwise misrepresent your affiliation with a person or entity, or misrepresent yourself as actual buyers or sellers of real estate;

iv. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);

v. upload, post, e-mail or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

vi. upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

vii. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or solicit any person or company using any telephone number, email address or other contact information found on the Site for any reason other than the purchase of real estate or related services advertised for sale on the Site;

viii. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

ix. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

x. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Federal Communications Commission, U.S. Department of Housing, the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

xi. "stalk" or otherwise harass another;

xii. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble weapons or creating "Crush" sites;

xiii. effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorized to access;

xix. rent, lease, transfer, resell and/or otherwise transfer rights to the Site; and

xx. delete or write over any portion of any listing or software appearing on or relating in any manner to the Site.

d. Hyperlinks. You are granted a limited, nonexclusive right to create a "hypertext" link to RetirementResearcher.com provided that such link does not portray the Company or the Site in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever. You may not use framing techniques to display any content, information, layout, design, copyrighted works, trademark, logo or trade name appearing on the Site. Links on the Site to third party websites are provided solely as a convenience to you. If you use these links, you will leave the Site. The Company has not reviewed all of these third party websites and does not control and is not responsible for any of these sites, their content or their policies, including, without limitation, privacy policies or lack thereof. Except as expressly set forth on the Site, the Company does not endorse or make any representations about third party websites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to by this Site, you do so entirely at your own risk.

4. PROPRIETARY CONTENT

a. General. The Company's Internet operations, website designs, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, architecture, class libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets and any related intellectual property rights throughout the world, and any derivative works, improvements, modifications, enhancements or extensions thereof, shall remain the sole and exclusive property of the Company, and you shall have and acquire no interest in them whatsoever through your use of the Site or otherwise.

b. Copyright and Trademark. All photographs, information, content and materials that appear on the Site, including, without limitation, text, photographs, images, pictures, graphics and other files, and the selection and arrangement thereof, but excluding information, content and materials that are submitted to the Site by users thereof, are copyrighted materials of the Company (the "**Copyrighted Works**"). The trademarks, service marks, trade names, trade dress and logos used and displayed on this Site (including all page headers, custom graphics, button icons, and scripts), but excluding marks, names and logos submitted to the Site by users thereof, are registered and unregistered trademarks, service marks, trade names, trade dress and logos of the Company (the "**Trademarks**"). You acknowledge that the Copyrighted Works and Trademarks used and displayed on this Site are and shall remain the sole property of the Company. Nothing in this Agreement shall confer any right of ownership of any of the Copyrighted Works or Trademarks in you. Further, nothing in this Agreement shall be construed as granting, by implication, estoppel or otherwise any license or right to use any of the Copyrighted Works or Trademarks used or

displayed on the Site, without the express written permission of the Company. Neither the Copyrighted Works nor the Trademarks may be copied, imitated or used, in whole or in part, without the prior written permission of the Company.

5. DISCLAIMER OF WARRANTIES

The Site, including all content, services, goods, software, functions, materials, and information found or available thereon, is provided “as is” and “as available” without warranties of any kind, either express or implied. The Company disclaims all warranties, express or implied, of any kind, including, but not limited to, warranties of quiet enjoyment and non-infringement and implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, quiet enjoyment, merchantability of computer programs, data accuracy, system integration, informational content, and others expressly disclaimed below in this Section 5. The Company does not warrant or make any representations regarding the operation of the Site, the use, validity, applicability, propriety, accuracy or reliability of, or the results of the use of the Site or any other sites linked to from this Site. The Site materials may be out of date, and the Company makes no commitment to update the Site materials or otherwise monitor same. The Company does not and cannot guarantee or warrant that the files available for downloading from the Site, if any, will be free from infection, viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. The Company does not warrant that the Site, including any software, materials, products, or services, will be uninterrupted or error-free or that any defects in the Site, including any software, materials, products, or services will be corrected. The Company assumes no responsibility for the alteration, deletion, misdelivery or failure to deliver or store any of your communications, data, or personalization settings, including but not limited to messages sent or received by means of the Site. The Company makes no warranty that the Site will meet your requirements, that the Site will be secure or error or virus free, or that defects in the software driving the Site will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk and that you will be solely responsible for any damage to a computer system or loss of data that results from the download of such material and/or data. No advice or information, whether oral or written, obtained by you through the Site shall create any warranty not expressly made herein. The Company makes no warranties, express or implied. The Company makes no warranties regarding the quality of the service providers that advertise on the Site or regarding the services or goods provided by same. The Company makes no warranties regarding the ability of a Site user to access or use the Site, or purchase services or goods made available on the Site, at any particular time or times or from any particular geographic location, area, state or region.

6. LIMITATION OF COMPANY'S LIABILITY

IN NO EVENT WILL COMPANY, ITS PARENTS, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DAMAGES, LOSSES, OR LIABILITY, INCLUDING, WITHOUT LIMITATION, (I) DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (II) DAMAGES, LOSSES OR LIABILITY RESULTING FROM THE UTILIZATION OF ANY OF THE INFORMATION ON THE SITE, (III) DAMAGES, LOSSES OR LIABILITY RESULTING FROM LOST PROFITS, LOST DATA (OR OTHER INTANGIBLES), OR BUSINESS INTERRUPTION, EITHER ARISING OUT OF OR RELATING TO THE USE OF THE SITE (INCLUDING THE USE OF THE SERVICES OF ANY THIRD PARTIES THAT THE SITE LINKS TO) AND ANY INFORMATION CONTAINED THEREON, OR THE INABILITY TO USE THE SITE, OR (IV) RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS AGREEMENT, WHETHER BASED ON WARRANTY,

CONTRACTS, STATUTES, REGULATIONS, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS OR INFORMATION FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ARE RESPONSIBLE FOR ALL COSTS THEREOF. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS TO DISCONTINUE USE OF THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. Indemnification

By accessing and using this Site You agree to indemnify, defend and hold harmless the Company and its affiliates from and against any and all claims, losses, expenses or demands of liability, including attorneys' fees and costs incurred by the Company and its affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site; and (ii) your use of the Site and/or services, products and/or digital services in violation of this Agreement or in violation of any applicable law. You further agree that you will cooperate as reasonably required in the defense of such claims. The Company and its affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not, in any event, settle any claim or matter without the written consent of the Company. You further agree to hold harmless the Company and its affiliates from any claim arising from a third party's use of information or materials of any kind that Users post to the Site.

8. User submitted Information

You are solely responsible for the contents of your submissions or messages intended for the Company or third parties, made to or sent from the Site or otherwise, and same shall be treated as non-confidential and non-proprietary unless expressly stated otherwise. You grant to the Company a worldwide, perpetual, irrevocable, royalty-free, sublicenseable right, in any media now know or currently known, to exercise all copyright and other intellectual property rights with respect to such submissions or messages. You agree that any such submissions or messages, or any derivative works thereof, may be disseminated, distributed, publicly displayed on third party websites, reproduced, used, sublicensed, posted, or published by the Company, and searched, displayed, printed or otherwise used or exploited by the Company's customers, in accordance with the Privacy Policy posted on the Site. You agree to provide true, accurate, current and complete information and to maintain and promptly update such information to keep it true, accurate, current and complete. You represent and warrant to the Company that any information, photographs, images, graphics, video records or the like, drawings, written descriptions, remarks, narratives, pricing information and other copyrightable elements relating to your use of the Site do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

9. User Password/Security

You will receive or create a password during the registration process which is for your use only. You are fully responsible for maintaining the confidentiality of your password and all actions taken on the Site after access is obtained by means of your password. You agree to immediately notify the Company by e-mail at community@retirementresearcher.com of any unauthorized use of your password or account or any other breach of security relating to the Site.

10. FEES, REFUNDS AND CANCELLATION

All charges shall be at the then-advertised price for the service(s) selected, and must be paid by direct charge to a credit card. You hereby authorize the Company (through its authorized third party service providers) to charge such credit card to pay for any charges that you may incur in the future as they accrue. Once the Membership Fee is charged, you agree that all sales are final, and there are no credits or refunds whatsoever. You may cancel your Membership at any time. Failure to make any payment as set forth herein shall be deemed to be a material breach of this Agreement and shall be sufficient cause for the immediate termination of this Agreement by the Company. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees. All charges shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessments, other than taxes based on the Company's net income.

11. NO INVESTMENT ADVISORY SERVICES

YOU UNDERSTAND AND AGREE THAT EXCEPT AS EXPRESSLY PROVIDED FOR OTHERWISE BY THE SITE, THE COMPANY DOES NOT OFFER OR PROVIDE ANY ADVICE OR ASSISTANCE IN CONNECTION WITH THE SALE, PURCHASE OF INVESTMENTS, INCLUDING BUT NOT LIMITED TO INVESTMENT ADVISORY OR BROKERAGE SERVICES.

12. Termination

This Agreement may be terminated by any party immediately for any reason or no reason, including but not limited to your breach of this Agreement. Upon any termination of this Agreement, (i) your license and authorization to use the Site shall terminate immediately without notice; (ii) you must immediately discontinue use of the Site, including any hyperlinks to the Site; (iii) you must immediately destroy any downloaded or printed materials; and (iv) the Company may remove from the Site any materials you may have previously submitted. Sections 2, 4, 5, 6, 7, 10, 13, 14, 16 and 17 of this Agreement shall survive any termination of this Agreement.

13. ALTERATIONS TO AGREEMENT/SITE

The Company may alter or amend this Agreement at any time by revising the terms on this page and the "last revised" date displayed just above Section 1. By accessing, using or purchasing services or goods made available at the Site, you agree to be bound by the version of the Agreement then in effect at the time of such access, usage or purchase. The Company encourages you to periodically visit this page to determine whether the terms and conditions have been altered or amended since your last visit. The Company may alter or amend the content of the Site, including the services and goods made available at the Site, and any and all fees (including but not limited to the Membership Fees) at any time and without notice. For example, the Company may, in its sole discretion and at any time, discontinue the Site, or any component thereof.

14. Notices

Notices given by the Company to you will be sent to the e-mail address or conventional mailing address you provide to the Company as part of the registration process, or to updated addresses which you provide to the Company via notice consistent with this Section 14. Notices given by you to the Company must be given by e-mail to community@retirementresearcher.com. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your e-mail and mailing address for notices hereunder, and notice sent to the e-mail or conventional mailing address last provided by you to the Company shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.

15. COPPA Compliance.

You should monitor your children's use of the Internet. The Site is intended for individuals eighteen (18) years of age or older. The Company will not knowingly collect any information from children under thirteen (13) years of age. You warrant to the Company, upon registration to the Site, that you are at least eighteen (18) years of age. The Company takes the Children's Online Privacy Protection Act of 1998 (COPPA) as well as all FTC regulations very seriously. That being said, the Company does not assume any responsibility for any misrepresentations regarding your age or parental consent when using this Site. Should we determine that you provided any false information to us when using this Site, your Membership and use will be terminated immediately.

16. General Data Privacy Regulation (GDPR).

The GDPR took effect on May 25, 2018 and is intended to protect the data of European Union (EU) citizens. Although the Company markets its Site, content, products, materials and/or services online, we do not specifically target our marketing to the EU, nor do we conduct business in or to the EU in any meaningful way. In fact, the Site, content and all products, services and/or materials created, sold and/or otherwise disseminated by the Company are made available only to United States' citizens, and access thereto is strictly forbidden to any EU citizen. If you are an EU citizen, you are directed to leave the Site and are forbidden from accessing the Site, content, products, services and materials. Furthermore, if you are an EU citizen, you are forbidden from sending, and are explicitly directed not to send, any personal or other data or information to the Company and/or its affiliates.

If you nevertheless ignore this warning and are a resident of the European Economic Area (EEA), or are accessing this Site from within the EEA, you may have the right to request: access to, correction of, deletion of; portability of; and restriction or objection to processing, of your personal data, from us. This includes the "right to be forgotten." To make any of these requests, please contact our GDPR contact at community@retirementresearcher.com.

17. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, notwithstanding the conflict of laws provisions of any state. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the County of Fairfax, Virginia (the "**Virginia Courts**") for any litigation or dispute arising out of or relating to this Agreement or your performance or nonperformance hereunder (including but not limited to collection matters), (ii) agree not to commence any litigation arising out of or relating to this Agreement or the Company's performance or nonperformance hereunder

except in the Virginia Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the Virginia Courts represent the exclusive jurisdiction for all disputes arising out of or relating to this Agreement, or either parties' performance or nonperformance thereunder. Disputes arising out of or relating to this Agreement shall include but not be limited to disputes arising out of or relating to your access to, use of and/or purchase of services or goods made available on The Site. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to your use of the Site, the Agreement, or the Company's performance or nonperformance under the Agreement, must be filed within one (1) year after such claim or cause of action arose, or it shall be forever barred.

This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between you and the Company with regard to the subject matter hereof. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. The Section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by the Company. Neither this Agreement, nor the rights and obligations contained herein, may be assigned in any manner by you without the prior express written permission of the Company. These terms do not alter in any way the terms of any other separate agreement you may have with the Company.