

# Terms of Use

## 1. Introduction and Acceptance

Please read these Terms of Use carefully before using this website (hereinafter "this website"). By accessing and/or using this website (other than to read these Terms of Use for the first time) you are agreeing to comply with these Terms of Use, which may change from time to time as set forth in section 12 below. If you do not agree to be bound by these Terms of Use, do not access or use this website.

You agree that these Terms of Use are supported by good and valuable consideration the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your use of this website and the materials and information available on the same.

In addition to these Terms of Use, Forrest T. Jones & Co. (hereinafter, "our", "us", "we", or "FTJ") has established a Privacy Policy to explain how user information is collected and used by us. A copy of the Privacy Policy can be found on this website and is incorporated by reference into these Terms of Use. By accessing or using this website, you are signifying your acknowledgement and agreement to our Privacy Policy.

## 2. Intellectual Property

This website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, videos, sounds, music, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content") and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all copyrights, trademarks, service marks, and trade names that may appear on this website are owned by us, our licensors, or both. You shall not acquire any right, title or interest in this website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

## 3. Website Access and Use

1. When accessing this website, including without limitation to the Website Content, you agree to comply with all applicable federal, state, and local laws including, without limitation copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.
2. Furthermore, except as expressly permitted in these Terms of Use, you may not:

1. remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on this website or Website Content;
  2. circumvent, disable or otherwise interfere with security-related features of this website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of this website or Website Content;
  3. use an automatic device (such as a robot or spider) or manual process to copy this website or Website Content for any purpose without our express written permission. Notwithstanding the foregoing, we grant public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from this website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;
  4. collect or harvest any personally identifiable information from this website including, without limitation, user names, passwords, email addresses;
  5. solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
  6. attempt to, or interfere with, the proper working of this website or impair, overburden, or disable the same;
  7. decompile, reverse engineer, or disassemble any portion of this website;
  8. use network-monitoring software to determine architecture of or extract usage data from this website;
  9. encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership (as defined in Section 4) without permission, etc.);
  10. engage in any conduct that restricts or inhibits any other user from using or enjoying this website.
3. You agree to cooperate fully with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

#### **4. User Registration**

1. In order to access or use some features of this website, you may have to become a registered user. If you are under the age of eighteen, then you are not permitted to register as a user or otherwise submit personal information to this website.

2. If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a "Membership"), which may permit you access to certain areas of this website not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us immediately at [CustomerService@ftj.com](mailto:CustomerService@ftj.com) of any breach of security or unauthorized use of your Membership.

## 5. **User Content**

1. We may now or in the future permit users to post, upload, transmit through, or otherwise make available on this website (collectively, "submit") messages, templates, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("User Content"). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on this website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.
2. You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.
3. You represent, warrant, and covenant that you will not submit any User Content that:
  1. violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;
  2. impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;
  3. encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
  4. is an advertisement for goods or services or a solicitation of funds;

5. includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
6. contains a formula, instruction, or advice that could cause harm or injury; or
7. is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying this website will not be permitted.

4. By submitting User Content to this website, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sub-licensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation: (1) in connection with our business; and (2) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of this website and these Terms of Use.
5. By submitting User Content, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content.
6. We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

## 6. **Third Party Links**

This website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

## 7. **Indemnification**

You agree to indemnify and hold harmless us and our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of any of this website; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

#### **8. Disclaimers**

YOU EXPRESSLY AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THIS WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, FTJ AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THIS WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THIS WEBSITE; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THIS WEBSITE OR ACCESSED THROUGH THIS WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE; (6) WARRANTIES THAT YOUR USE OF THIS WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

#### **9. Limitation on Liability**

UNDER NO CIRCUMSTANCES SHALL FTJ OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF FTJ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THIS WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN

CONNECTION WITH THIS WEBSITE OR ANY LINKS ON THIS WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THIS WEBSITE OR ANY LINKS ON THIS WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THIS WEBSITE.

#### **10. Termination**

1. We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to this website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that FTJ shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to this website.
2. If you become a registered user, you may terminate your Membership at any time by going to Membership page and selecting the appropriate option.
3. Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 17.

#### **11. Choice of Law**

These Terms of Use shall be construed in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Any action arising out of your use of this website or these Terms and Conditions shall be brought in any state or federal court located in Jackson County, Missouri.

#### **12. Amendment; Additional Terms**

1. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of this website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of this website generally, unique parts of this website, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.
2. Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on this website or by notification by email or conventional mail. It is your responsibility to review the

Terms of Use and this website from time to time for any changes or Additional Terms. Your access and use of this website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, you may terminate your Membership as provided in Section 4 herein or, if you do not have an Membership, your only recourse is to immediately discontinue use of this website.

### **13. Miscellaneous**

1. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.
2. These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.
3. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.

### **14. Notices**

All notices, requests, and communications hereunder shall be in writing, and any such notice, request or other communication shall be deemed to have been given or made when delivered by hand, transmitted by fax and confirmed or, in the case of delivery by mail, when deposited in the mail, certified mail, return receipt requested, postage prepaid, to: Forrest T. Jones & Company, 3130 Broadway, Kansas City, MO 64111.

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