

By using this site, you signify your agreement and eligibility with these TOS. If you do not agree with any of the below TOS, do not use this site. The Financial Wellness Group™ (hereinafter referred to as TFWG) reserves the right, in its sole discretion, to modify, alter or otherwise update these TOS at any time. Please check these terms regularly to see if there are any changes. Continued use of the site or any of the TFWG services after any such changes shall constitute your consent to such changes.

## **Description of Service**

TFWG is a financial training and education company, which adheres to all federal, state, and local laws. The services that are offered by TFWG are financial record keeping, financial tools, and general financial education. TFWG in no way endorses references or makes recommendations to specific financial investment products by advisors or other third parties introducing any of the TFWG services or products. TFWG recognizes that they are not financial or tax experts, and deems the reports and calculators to be accurate, but does not assume any liability for any error that may occur.

## **Security**

When accessing any secure area where your personal information is required or available, our security system on the Web requires that members use an SSL enabled browser. Most browsers are initially set to be SSL enabled.

## **Registration/Enrollment**

You agree to provide accurate information when completing any registration form. If any provided information is incomplete, inaccurate or TFWG has reasonable grounds to suspect that such information is incomplete or inaccurate, TFWG has the right to suspend or terminate your account.

## **Member**

A member is anyone who has ordered or is enrolled to receive any of the TFWG services for a specified period of time or one-time basis.

## **Member Account, Member ID, Password and Security**

Your Member ID, Password and Member Account are established upon completing the registration process. It is your responsibility to maintain the confidentiality of the Member ID, Password, and Account. You are fully responsible for all activities that occur under your personal login and account. You will immediately notify TFWG of any unauthorized use of your password or account or any other breach of security. TFWG cannot and will not be held liable for any loss or damages from your failure to comply.

## **Member Conduct**

As a condition of your use of any TFWG service, you warrant to TFWG that you will not use the services for any purpose that is unlawful or prohibited by these terms, conditions and notices. TFWG services are provided to individuals for their own personal and business use only. You agree to use the services to store, retrieve and analyze your own data. Any unauthorized commercial use of the TFWG services, or the resale of its services, is expressly prohibited unless otherwise granted in writing by TFWG.

## **Privacy Policy**

It is the policy of TFWG to respect and protect the privacy of its members. TFWG may ask you to provide certain information about yourself by completing and submitting an online form when engaging in certain activities on this

site. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, it may be necessary that you provide us personal information, such as your name, e-mail address, or other personal identifying information.

When you submit personal information to us, you understand and agree that we, in addition to our trusted vendors, may transfer, store and process your information in order to technically offer and service the product. Personally identifying financial data that is gathered will not be distributed, traded, exchanged or sold without your prior permission, unless such action is necessary to comply with legal process.

All pages on our Web site that request personal information use Secure Socket Layer (SSL) encryption. SSL codes information transferred between you and the server and renders it unreadable to anyone intercepting the information. Receipt of your enrollment request will be confirmed online within our secure server.

### **Billing of Fees**

Whether or not you take advantage of a portion, all, or none of the services made available through TFWG you will be charged for the service period enrolled for and no refund given. No refund will be given for any monthly, quarterly, semi-annual, annual or promotional offer service fees paid for, but not used. All billing information is handled through the secure authorize.net servers. TFWG nor its technical development affiliates do not retain and credit card information on its servers.

### **Policies for Individuals Under 18 Years of Age**

TFWG services are provided to individuals who are at least 18 years old or to minors who have parental permission to open, and maintain an account. No information should be submitted to or posted to TFWG by guests under 18 years of age without the consent of their parent or guardian.

### **International Use**

With the World Wide Web being global, you agree to comply with all applicable laws of the United States of America, including those regarding the export of data. You also agree to comply with all local rules in regard to online conduct.

### **Indemnity**

Member agrees to indemnify and hold TFWG and its affiliates, owners, officers, agents, co-branders or other partners, and employees, harmless from and against any and all losses, claims, damages, demands, and other costs of any nature or kind whatsoever, including and without limitation, all attorney's fees, costs, and expenses, arising directly or indirectly out of or in connection with member participation in any of the TFWG services. Member recognizes that TFWG services and/or products may be offered by other third parties in conjunction with other third party products and/or services. TFWG in no way endorses or makes any warranties concerning such offers.

### **No Resale of Service**

Member agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the services, use of the services, or access to the services without the written consent of TFWG.

### **General Practice Regarding Use and Storage**

Your financial data for the current calendar year plus all data for the previous two calendar years will be retained for your use on the system. If you have terminated your monthly service, you will not have access to your data as of the

termination date. Information entered in the online services offered by TFWG will not be retained after your term of service is complete unless you choose to renew prior to the expiration of your service.

TFWG may alter general practices and limits regarding the use of the services including, but not limited to, the maximum number of days your personal financial data will be retained on the system and the number of days data is available to you after your membership has terminated.

You agree that TFWG has no responsibility or liability for the deletion or failure to store any data maintained or transmitted by the service. You further acknowledge that TFWG reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### **Modifications to Service, Member Policies**

TFWG reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any of the TFWG services (or any part thereof) with or without notice. You agree that TFWG shall not be liable to you or to any third party for any modification, suspension, or discontinuance of any TFWG services.

### **Termination**

As a member, you have the right to cancel your service at any time. To terminate your service, written notification must be received by Company via mail or email at [service@thefinancialwellnessgroup.com](mailto:service@thefinancialwellnessgroup.com). You will receive email confirmation, confirming that your request for termination has been processed. You agree that TFWG, in its sole discretion, may terminate your password, account (or any part thereof) or use of any TFWG service, and remove and discard any content within the services, for any reason, including, without limitation, lack of payment or if TFWG believes that you have violated or acted inconsistently with the terms and conditions. Further, you agree that TFWG shall not be liable to you or any third-party for any termination of your access to the TFWG services. Regardless of when you terminate your service, TFWG will not issue a refund for any portion of the service previously paid for but not used. See Billing of Fees section above.

### **Dealings with Advertisers, Service Providers, and Third Party Vendors**

Your correspondence or business dealings with, or participation in promotions of providers offering the TFWG products and/or services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such provider or third party vendor. You agree that TFWG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such product providers, advertisers or third party vendors of the service. TFWG does not endorse any such advertisers or third party vendors and in no way can be held liable for their activities and non-performance.

### **Links**

TFWG may provide, or third parties may provide, links to other World Wide Web sites or resources. TFWG has no control over such sites and resources. You acknowledge and agree that TFWG is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. TFWG is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TFWG of the site or any association with their operators. You further acknowledge and agree that TFWG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use or reliance on any such content, goods or services available on or through any such site or resource.

## **Proprietary Rights**

You acknowledge and agree that the TFWG services are proprietary and may have confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through any of the TFWG services or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by TFWG, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any of the TFWG services, in whole or in part.

TFWG grants you a personal, nontransferable and non-exclusive right to use the TFWG services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Program. You agree not to modify the Programs in any manner or form, or to use modified versions of the Program, including (without limitation) for the purpose of obtaining unauthorized access to the Program. You agree not to access the Program by any means other than through the interface that is provided by TFWG or an approved third party vendor for use in accessing the Program.

## **Disclaimer**

You expressly understand and agree that:

- A. The information and services included in or available through any of the TFWG services may include inaccuracies or typographical errors. Changes are periodically added to the information herein. TFWG and/or its respective suppliers may make improvements and/or changes in the TFWG services at any time.
- B. Use of any TFWG programs/services is at your sole risk. The programs/services are provided on an "as is" and "as available" basis. TFWG expressly disclaims all warranties of any kind, whether expressed or implied.
- C. Although every attempt has been made to ensure accuracy, quality, and reliability of the services offered, TFWG makes no warranty that (1) the TFWG products and services will meet your expectations, (2) the services will be uninterrupted, timely, secure, or error-free, due to the nature of Internet-based applications (3) the results that may be obtained from the use of the services will be accurate or reliable, and (4) any errors in the program will be corrected.
- D. Any material downloaded or otherwise obtained through the use of the TFWG services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the downloads of any such material.
- E. No advice or information, whether oral or written, obtained by you from TFWG or through or from the services offered shall create any warranty.

## **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TFWG SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TFWG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OR THE INABILITY TO USE ANY OF THE TFWG SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM ANY OF THE TFWG SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON ANY OF THE TFWG SERVICES; OR (5) ANY OTHER MATTER RELATING TO ANY OF THE TFWG SERVICES.

## **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in the sections titled LIMITATION OF LIABILITY and DISCLAIMER may not apply to you.

## **Notice**

Notices to you may be made via email or regular mail.

## **COPYRIGHTS AND TRADEMARK INFORMATION**

The Financial Wellness Group, The F W Group, The F W Center, The Money Planner, The Money Planner Online, Fastrak, CashFlow Plus, Knock Out Your Debt, The 4 Laws, Spend Your Way To Wealth, Debt Down, and/or other TFWG products and services referenced herein and as part of the TFWG services are either trademarks or registered trademarks of TFWG. TFWG trademarks and logos, product and service names and copyrights are trademarked by TFWG. Without written permission from TFWG, you agree not to display or use in any manner, the TFWG marks or copy written materials.

All contents of the Service are: Copyright © 1992 - 2017 TFL LLC d.b.a. TFWG International and/or its suppliers. All rights reserved.

## **General Information**

This agreement is governed by the laws of the State of Utah, and the United States of America. The TOS constitute the entire agreement between you and TFWG and govern your use of the TFWG services, superseding any prior agreements between you and TFWG. You also may be subject to additional terms and conditions that may apply when additional services are offered and/or you enter any contests that TFWG may make available from time to time. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party content. The Terms of Service and the relationship between you and TFWG shall be governed by the laws of the State of Utah without regard to its conflict of law provisions. You and TFWG agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Salt Lake in the State Utah, USA. The failure of TFWG to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute of law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **Additional Questions**

If you have additional questions that are not answered in the above TOS, please contact us at [service@thefinancialwellnessgroup.com](mailto:service@thefinancialwellnessgroup.com).