

## **Terms and Conditions**

At Adviser First Partners L.L.C., we appreciate your business and the trust you have placed in us. The following Terms & Conditions, Privacy Policy and Mutual Non-Disclosure Agreement (NDA), reflects the value of your trust. We are committed to protecting the limited data we obtain for the service(s) you have requested. To provide services for you, we may use your personal data but please know we do not sell or share your data. To further understand our Terms & Conditions, Privacy Policy and Non-Disclosure Agreement (NDA), please review the following details.

Please read these terms and conditions ("terms", "terms and conditions") carefully before using Adviser First Partners (the "service") operated by Adviser First Partners L.L.C. ("us", "we", "our"). The subscriber or user of our services hereinafter known as "you, yours, your firm"

### **Conditions of Use**

We will provide services to you, which are subject to the conditions stated below in this document. Every time you visit this website, use its services, or make a purchase, you accept the following conditions. Therefore, we urge you to read them carefully.

### **Privacy Policy**

Before you continue using our website, we advise you to read the included Privacy Policy regarding our user data collection. It will help you better understand our principles and practices.

### **Mutual Non-Disclosure Agreement (NDA)**

Before you continue using our website, we advise you to read the included Mutual Non-Disclosure Agreement (NDA). It will help you better understand our principles and practices.

### **Copyright**

Content published on this website (digital downloads, documents, images, texts, graphics, logos) is the property of Adviser First Partners L.L.C. and/or its content creators and protected by international copyright laws. The entire compilation of the content found on this website is the exclusive property of Adviser First Partners L.L.C. with copyright authorship for this compilation by Adviser First Partners L.L.C.

### **Communications**

Communication with us is predominately electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent to receive communications from us. If you subscribe to the news on our website, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on our website and by sending you emails within our marketing campaigns. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

### **Applicable Laws & Disputes**

By visiting this website, you agree that the laws of the state of New York without regard to principles of conflict laws, will govern these Terms and Conditions, Privacy Policy and Mutual Non-Disclosure Agreement (NDA) or any dispute of any sort that might come between Adviser First Partners L.L.C. and you, or its business partners and associates. Any dispute related in any way to your visit to this website or to products you purchase from us shall be arbitrated by state or federal court in New York (Ontario County) and you consent to exclusive jurisdiction and venue of such courts.

### **Comments, Reviews, and Emails**

All posted content and future changes submitted by you for our website, will be reviewed, and approved by us to prevent inappropriate use of our website. We will have the sole discretion and authority to block access by anyone who refuses to comply with the rules set forth and not abiding with expectations of common decency. Content that is deemed obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to us and/or third parties, will not be posted. We reserve all rights (but not the obligation) to remove, edit, delete, and correct any or all content on our website without your permission. Content must be free of software viruses, political and religious campaigns, and commercial solicitation outside of the intended use of our website. When you post your content, you grant Adviser First Partners L.L.C. non-exclusive, royalty-free, and irrevocable right to use, publish, and modify such content on our website throughout the world in any media that is necessary for us to conduct business.

No refunds will be issued to those who have been blocked due to inappropriate behavior. Any behavior, action or breach, either voluntary or involuntary causing reputational, industry, financial harm or irreparable injury to us, we shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from a court of competent jurisdiction in accordance with the applicable laws enclosed in this document.

### **Subscriptions, Payments and Refunds**

Annual or monthly subscription payments including discretionary discounts are non-refundable including Outside Resources. Outside Resources and Additional Services, including but not limited to business solutions and insights, hourly consulting, projects, due diligence, research, or other work agreed upon outside the scope of subscription services are non-refundable. All subscription services will remain active if accounts are in good standing for

payment and content. We and you may cancel subscription(s) at will and all content related to you will be removed from our website. Though there is no guarantee of future prices and discounts, a renewal of your subscription within six months of cancellation will receive all discounts and rates that were agreed upon prior to cancellation.

#### **License and Site Access**

We grant you a limited access for business use of this website. You are not allowed to download or modify it. This may be done only with written consent from us.

#### **User Account**

If you are an owner of an account on this website, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password. You also have the responsibility to maintain user information with our payment vendor Stripe. Please visit Stripe.com for further details regarding your responsibilities.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion.

#### **Adviser First Partners L.L.C. Privacy Policy**

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from adviserfirstpartners.com (the "Site").

#### **Personal Information We Collect**

When you visit the Site, we may collect your personal data to provide you with the products, services, or subscriptions you requested. We collect only the data necessary for you to create a profile for the services provided. We are a conduit to Stripe.com, our payment processing partner, for any payment purchases. We do not store any payment information. When you make a purchase or attempt to make a purchase through our website, our payment processing partner will collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers address, and phone number. Please visit Stripe.com for their Terms and Conditions and to review their Privacy Policy.

#### **What do we do with your personal data?**

We comply with any Federal and State requirements related to the protection of your data. When required, we may share your personal information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

We do not sell personal data about you. We do not share your data for marketing purposes, email updates and other services with anyone outside of our firm. If outside companies perform services on our behalf, we do not share personal data with them

#### **Mutual Non-Disclosure Agreement (NDA)**

Where us and you, hereinafter known as the "Parties", have an interest in participating in discussions where either Party may share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"). The Parties agree that Confidential Information of a Party may include, but not be limited to either parties business plans, methods, and practices, customers, processes, products, patent applications, other proprietary rights, products and services, specifications, samples, computer programs, technical information, expenses, subscription agreements/rates, costs, engagement purpose and/or duration, future projects, terms of this agreement, copyrights, terminations, potential acquisitions, new hires and potential compliance matters and other non-public information.

#### **The Parties agree to the following:**

Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public,

released to a third party or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for its products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party.

Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents.

Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder.

Is approved for release (and only to the extent so approved) by the disclosing Party.

Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

The Mutual Non-Disclosure Agreement shall remain in effect for a period of three years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

Any behavior, action or breach, either voluntary or involuntary causing reputational, industry, financial harm or irreparable injury to us, we shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

## **Contact Us**

For more information about the contents of the Terms & Conditions, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [legal@adviserfirstpartners.com](mailto:legal@adviserfirstpartners.com) or by mail using the details provided below:

53 Assembly Dr. Unit #60, Mendon, NY, 14506, United States

We may update the contents of our Terms & Conditions, Privacy Policy or Mutual Non-Disclosure Agreement (NDA) from time to time to reflect, for example, changes to our practices or for other operational, legal, or regulatory reasons.