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AND **PRESENTERS/TRAINERS/SPONSORS**.

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING FINLOCITY'S WEBSITE (THE "SITE") OR THE SERVICES (AS DEFINED BELOW), YOU AGREE TO THE TERMS AND CONDITIONS DESCRIBED HEREIN. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCESS THE SITE OR USE ANY OF THE SERVICES.

Welcome to Finlocity. For the purposes of this Agreement, Finlocity means Finlocity, LLC. The website provides a network of internet-based services enabling access to live, streamed, and recorded content. Users are required to first set up an account by completing the registration process, make initial payment, and to accept the terms and conditions of this Agreement, as well as the terms and conditions of the Privacy Policy.

THIS AGREEMENT

Finlocity reserves the right to modify the terms of this Agreement at any time by placing the revised terms on this website and in the case of material changes You will be notified by email to the email address of record in Your Account. Your continued use of the Services following the posting of the revised terms on this website, or the passage of twenty (20) business days from the time of such posting, shall be deemed to constitute Your acceptance of such modification. If You do not agree to such modification, You should cease all use of the Site and the Services.

CONDITIONS AND RESTRICTIONS OF USE

Eligibility

You may not set up an account on the Site if You are under the age of 18 or if You have been banned, suspended or had an account removed from the network by Finlocity for any reason. If You set up an account, You are representing and warranting that You are at least 18 years of age. You may not have more than one account. You may not sell or otherwise transfer Your account to another party.

Registration and User Information

In order to use or access the Services, You are required to set up Your account by completing the registration process which requires You to provide Your Data. In providing such data, You represent and warrant that: (a) the information about Yourself is true, current, and complete, (b) You will maintain and promptly update Your Data to keep it true, current and complete; and (c) You will maintain the security of Your password and identification. You agree to accept all risks of unauthorized access, not directly caused by Finlocity negligence, to Your account. If You provide inaccurate information, Finlocity has the right to suspend or terminate Your account at any time. Finlocity will collect information about Your use of the Services, including the Channels Summits, Interests, Scores, Polls, Recordings, Webinars and/or Content You choose to view. When You attend or view Content in a Channel, You will automatically be subscribed to that Channel. Finlocity will use and reuse Your Data and information about Your viewing patterns subject to the Finlocity Privacy Policy. This use may involve sharing Your Data and other information about Your viewing patterns with the owners of Channels, or the Sponsors of Summits, webinars or other Content, to which You subscribe, subject to compliance with the provisions of the Privacy Policy and the requirements of applicable law.

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Content

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Your Group Profile contains details such as name, job title, organization, country, photos, Finlocity.com activity and history, and comments. Other Users will be able to view Your Group Profile on Finlocity.com should You so desire. You agree that all Profile Information shall be true and accurate, and You shall only create one Group Profile. You agree not to use information contained in Group Profiles to solicit Users from a competitor's Channel. You agree that Your Public Profile shall not: (a) contain material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) contain material that is sexually explicit, pornographic, violent, or discriminatory; (c) promote illegal or unlawful activity; (d) impersonate or attempt to impersonate or stalk any person or entity; or (e) violate any applicable law or regulation or otherwise infringe any third parties' right(s). Finlocity reserves the right, and has absolute discretion, to remove any Public Profiles posted on Finlocity.com or accessed through the Services at any time, for any or no reason, and without prior notice.

Term and Termination

This Agreement commences when accepted by You and has an Initial Term of three (3) months. Upon expiration of the initial term and each subsequent term, this Agreement will automatically renew for successive renewal terms in equal duration to the initial term unless You terminate this Agreement by providing written notice to Finlocity at least 60 days prior to the end of the then-current term, or as otherwise stated below.

Finlocity may terminate Your account and/or suspend Your access to the Services should You fail to comply with the terms and conditions contained in this Agreement or any other guidelines and rules published by Finlocity. Finlocity further reserves the right to terminate or suspend Your account with or without cause in Finlocity's sole discretion without prior notice. Termination or suspension of Your account does not terminate this Agreement. Should Finlocity choose to terminate this Agreement, such termination does not constitute a waiver of any of Finlocity's rights under this Agreement or under applicable law.

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In any jurisdiction that does not permit limitations of liability, the foregoing limitation may not apply to You. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or exclude the liability of either party in respect of: (a) death or personal injury resulting from its negligence, or the negligence of its Personnel; (b) fraud or fraudulent misrepresentation; or (c) any other act or omission, liability for which cannot be limited or excluded under applicable law.

NOTICES, GOVERNING LAW AND JURISDICTION

All notices under this Agreement should be addressed to:

Finlocity, LLC
2080 Nine Mile Point Rd. BO BOX 566, Penfield, NY 14526
USA

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