

MEMBER USER AGREEMENT

FOR SUBSCRIBERS (USERS ENJOYING OUR SITE SOLELY TO VIEW CONTENT) AND PRESENTERS.

PLEASE READ THIS USER AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING FINLOCITYS WEBSITE (THE “**SITE**”) OR THE SERVICES (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY 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 Site provides a network of internet-based services enabling access to live and recorded content. Users are required to first set up an account by completing the registration process and to accept the terms and conditions of this Agreement, as well as the terms and conditions of the Privacy Policy.

1. THIS AGREEMENT

This Agreement sets out the terms and conditions on which You may access and use the Site and all services provided on, through or by the Site, including the facility for all Users to post, submit, subscribe to view content, as well as new features and services which may be introduced from time to time, and related technology (together, the “**Services**”).

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 fifteen (15) 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.

2. CONDITIONS AND RESTRICTIONS OF USE

2.1 User 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.

2.2 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 unauthorised 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, 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.

2.3 Licence to the Services

As between You and Finlocity, Finlocity is the owner or licensee of the Content. Subject to the terms and conditions of this Agreement, Finlocity hereby grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free licence for the duration of this Agreement, to use the Services solely for the purposes described in this Agreement, which include the right to embed a Channel or webinar on

Your website, subject to compliance at all times with the provisions of this Agreement. All rights not expressly granted to You are reserved by Finlocity and its licensors. Except as expressly permitted by Finlocity, You shall not, and shall not permit or encourage any other party to: (a) license, sublicense, sell, resell, rent, transfer or assign, the Services in any way; (b) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Services, including the Content, the underlying technology, and the Finlocity player; (c) use any data mining, robots or similar data gathering or extraction methods or (d) use any of the Content or the Services other than for its intended purpose. Upon termination, suspension or expiration of this license, You shall no longer have the right to use the Services or display, download or make available any Content from the Site. This license shall terminate automatically upon termination or expiration of this Agreement.

2.4 Content

You acknowledge that Finlocity does not routinely screen or review Content to determine whether, amongst other things, it contains false, inaccurate, misleading, defamatory, offensive, indecent, or objectionable material or contains errors and/or omissions. However, Finlocity reserves the right, and has absolute discretion, to monitor, screen, edit or remove any content posted on the Site or accessed through the Services at any time. Under no circumstances will Finlocity be liable in any way for any User or other third-party content, including, but not limited to, for any defamation, falsehoods, errors or omissions in any such content, or for any loss or damage of any kind incurred as a result of the use or publication of any such content posted, emailed or otherwise transmitted via the Services or the failure to access such Services. As set forth below in the Representations and Warranties and Limitation of Liability sections. Finlocity does not guarantee that any content will be suitable for any particular purpose, or to Your satisfaction.

2.5 Public Profiles

Your Public 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 Public 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 Public Profile. You

agree not to use information contained in Public 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.

2.6 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.

THE FOLLOWING CLAUSES 2.7 TO 3, INCLUSIVE, APPLY ONLY TO USERS WHO ARE PRESENTERS

2.7 Ownership Rights

Each party retains any and all pre-existing right, title and interest in and to its website(s), trademarks, intellectual property, Your Content (in Your case), the Services (in the case of Finlocity), and all components thereof. Except as expressly set out herein, this

Agreement shall not be construed in any manner as transferring or creating any rights of ownership of, or license to, the foregoing, and/or to the features or information therein. Under no circumstances will this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any intellectual or other property or components thereof other than as specifically granted in this Agreement. Finlocity does not independently confirm that all content is provided by a valid rights holder. In the event that Finlocity becomes aware that content has been provided by a person who is not a valid rights holder, Finlocity may, at its discretion, disable and/or terminate the publication.

2.8 Licence to Content, Your Data and Your Performance

You hereby grant Finlocity a non-transferable (except as provided herein), royalty-free, non-exclusive, worldwide license to perform such acts in connection with Your Content as is necessary to provide the Services. The foregoing license includes, without limitation, permission for Finlocity to: (a) aggregate, publicly display, transmit, distribute, copy in its original form or in the form of an encoded work, store, archive, modify, create derivative works of, or reproduce Your content and to perform such other acts with respect to Your content as are necessary from time to time to provide the Services; (b) use Your content and Your name, voice, likeness, persona and performance in connection with any webinars or other content that You post, provide or participate in, in connection with the Service; (c) offer or provide open access to Your content on or through the Site (or other website or service wholly-owned and/or operated by Finlocity) and/or sub-domains thereof; (d) grant sublicenses to Your Content to enable Your Content to be embedded and displayed on third party websites; (e) to distribute, transmit, and/or display Your Content on the Site or via such technologies as are or may in the future be supported by Finlocity from time to time including without limitation, the internet and/or wireless transmission; (f) display advertisements in connection with or alongside any display of Your Content. For the avoidance of doubt, the parties expressly agree and acknowledge that the Services do not include any transfer of title to, or ownership of, any right or interest in Your content. Such license will survive termination of this Agreement.

2.9 Licence to Marks

Subject to the terms and conditions of this Agreement, You grant Finlocity, a non-transferable (except as provided herein), non-exclusive, royalty-free, worldwide right to use, reproduce and display any logos, trademarks, trade names and other similar identifying material (the “**Marks**”) that You provide solely for the purposes described herein, and to grant sublicenses thereto on the same terms and conditions to third parties that embed Your Content on their websites to the extent necessary in connection with the Services. This license and all sublicenses thereto will survive termination of this Agreement.

2.10 Representations about Content

You specifically represent and warrant that any Content provided directly or indirectly by You, and its distribution and/or publication through the Services, the Site, or through its being embedded on any third party website, does not, and will not, infringe or misappropriate any third party’s rights, nor will Finlocity’s use of such content in accordance with the provisions of this Agreement violate any right of any person, including without limitation any copyrights, trademarks, rights of publicity and rights of privacy. You represent and warrant that You own or have obtained all necessary rights and licenses with respect to Your content. You further represent that You have paid all license fees and/or other fees required to be paid to third parties for performance of Your obligations or exercise of Your rights hereunder, for the grant of licenses hereunder, and for any other act by You under this Agreement (“**Third Party Licence Fees**”) and You covenant to pay any Third Party License Fees required to be paid in the future for such actions in a timely manner. You further expressly agree that as between You, on the one hand, and Finlocity on the other hand, any obligation to pay Third Party License Fees as a result of distribution of Your Content pursuant to this Agreement shall be Your obligation alone, and shall not be or become the obligation of Finlocity.

3. INDEMNITY

You agree to indemnify and hold Finlocity and its officers, directors, shareholders and employees harmless from any claim, damages, loss or liabilities (including reasonable legal costs) made by any third party due to or arising out of any Content You submit, post, transmit or otherwise make available through the Site or the Services.

4. DISCLAIMER OF WARRANTIES

THE SITE, THE SERVICE AND CONTENT PROVIDED BY FINLOCITY IS PROVIDED "AS IS", WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED BY FINLOCITY AND ITS LICENSORS TO THE FULLEST EXTENT PERMITTED BY LAW.

FINLOCITY AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, NON-INFRINGEMENT OR COMPLETENESS OF THE SITE, THE SERVICE OR ANY CONTENT, OR ANY USER DATA. FINLOCITY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SITE OR THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) ANY OF THE PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) THE SITE AND THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU EXPRESSLY ACCEPT THE FOREGOING DISCLAIMERS AS A CONDITION OF USE OF THE SITE. FINLOCITY FURTHER DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. FINLOCITY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SITE OR THE SERVICE, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES, AND YOU ACCEPT SUCH RISK AS A CONDITION OF USE.

In any jurisdiction that does not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to You as they relate to implied warranties.

5. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL FINLOCITY OR ITS LICENSORS BE LIABLE TO ANYONE ON ACCOUNT OF USE OR MISUSE OF AND RELIANCE ON ANY PORTION OF THE SITE, THE SERVICE OR THE CONTENT. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF FINLOCITY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE AND/OR CONTENT, OR FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

UNDER NO CIRCUMSTANCES SHALL FINLOCITY OR ITS LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT, TECHNOLOGY OR, ELECTRICAL POWER FAILURES, NONPERFORMANCE OF THIRD PARTIES OR GOVERNMENTAL ACTIONS.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF FINLOCITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES OR THE CONTENT EXCEED THE COMPENSATION YOU PAY, IF ANY, TO FINLOCITY FOR ACCESS TO OR USE

OF THE SITE OR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE CIRCUMSTANCES THAT GAVE RISE TO THE CLAIM.

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.

6. 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

This Agreement is governed by the laws of the State of New York and is subject to the exclusive jurisdiction of the courts of Rochester, New York, USA. This does not affect Your statutory rights.