

**MYFINANCIALINDEPENDENCECOACH.COM**  
**TERMS OF SERVICE**

**1. Your relationship with myfinancialindependencecoach (MFIC).**

**1.1** Your use of MFIC’s online products, resources, services and website(s) (referred to collectively as the “Services” in this document and excluding any services provided to you by MFIC under a separate written agreement or by an entity affiliated with MFIC) is subject to the terms of a legal agreement between you and MFIC. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

**1.2** Unless otherwise agreed in writing with MFIC, your agreement with MFIC will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Universal Terms”.

**1.3** Your agreement with MFIC will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

**1.4** The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and MFIC in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, the documents that comprise this legal agreement are referred to below as the “Terms”.

**1.5** If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

**2. Accepting the Terms.**

**2.1** In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

**2.2** You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by MFIC for the Services or any portion thereof; or

**(B)** by actually using the Services. In this case, you understand and agree that MFIC will treat your use of the Services as acceptance of the Terms from that point onwards.

**2.3** You may not use the Services and may not accept the Terms if: (a) you are not of legal age to form a binding contract with MFIC; (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services; or (c) you have circumvented the access gateway or are using another's login credentials and authorization.

**2.4** Before you continue, you should print off or save a local copy of the Universal Terms for your records.

### **3. Provision of the Services by MFIC.**

**3.1** MFIC has business partners located throughout the United States. Sometimes, these partners provide the Services to you on behalf of MFIC. You acknowledge and agree that such partners will be entitled to provide the Services to you.

**3.2** MFIC is constantly innovating in order to provide the best possible experience for its clients. You acknowledge and agree that the form and nature of the Services which MFIC provides may change from time to time without prior notice to you.

**3.3** As part of this continuing innovation, you acknowledge and agree that MFIC may stop (permanently or temporarily) providing the Services (or any features, content or offerings within the Services) to you or to users generally at MFIC's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform MFIC when you stop using the Services.

**3.4** You acknowledge and agree that if MFIC disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

### **4. Use of the Services by you.**

**4.1** In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to MFIC will always be accurate, correct and up to date.

**4.2** You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

**4.3** You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by MFIC, unless you have been specifically allowed to do so in a separate agreement with MFIC.

**4.4** You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

**4.5** Unless you have been specifically permitted to do so in a separate agreement with MFIC, you agree that you will not reproduce, duplicate, copy or sell, or allow any third parties to access or reproduce, duplicate, copy or sell, the Services for any purpose.

**4.6** You agree that you are solely responsible for (and that MFIC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which MFIC may suffer) of any such breach.

**5. Your passwords and account security.**

**5.1** You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

**5.2** Accordingly, you agree that you will be solely responsible to MFIC for all activities that occur under your account.

**5.3** If you become aware of any unauthorized use of your password or of your account, you agree to notify MFIC immediately.

**6. Content in the Services.**

**6.1** You understand that all information (such as data files, written text, graphics, charts or other media) which you may have access to as part of, or through your use of, the Services may be protected by intellectual property rights which are owned by MFIC, its licensors, or its partners. All such information is referred to below as the "Content".

**6.2** You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by MFIC or by the owners of that Content, in a separate agreement.

**6.3** MFIC reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

**6.4** As applicable, you agree that you are solely responsible for (and that MFIC has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which MFIC may suffer) by doing so.

**7. Proprietary rights.**

**7.1** You acknowledge and agree that MFIC (or MFIC's licensors or partners) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by MFIC and that you shall not disclose such information without MFIC's prior written consent.

**7.2** Unless you have agreed otherwise in writing with MFIC, nothing in the Terms gives you a right to use any of MFIC's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

**7.3** If you have been given an explicit right to use any of these brand features in a separate written agreement with MFIC, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and MFIC's brand feature use guidelines as updated from time to time.

**7.4** Other than the limited license set forth in Section 9, MFIC acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with MFIC, you agree that you are responsible for protecting and enforcing those rights and that MFIC has no obligation to do so on your behalf.

**7.5** You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

**7.6** Unless you have been expressly authorized to do so in writing by MFIC, you agree that in using the Services, you will not use any trade mark, service mark,

trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

**8. License from MFIC.**

**8.1** MFIC gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Services as provided to you by MFIC. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by MFIC, in the manner permitted by the Terms.

**8.2** You may not (and you may not permit anyone else to) copy, modify, or create a derivative work of the Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by MFIC, in writing.

**8.3** Unless MFIC has given you specific written permission to do so, you may not assign (or grant a sublicense of) your rights to use the Services, grant a security interest in or over your rights to use the Services, or otherwise transfer any part of your rights to use the Services.

**9. Content license from you.**

**9.1** You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give MFIC a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling MFIC to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

**9.2** You understand that MFIC, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit MFIC to take these actions.

**9.3** You confirm and warrant to MFIC that you have all the rights, power and authority necessary to grant the above license.

**10. Terminating your access to the Services.**

**10.1** The Terms will continue to apply until terminated by either you or MFIC as set out below.

**10.2** You may terminate your access to the Services by (a) notifying MFIC at any time and (b) closing your account(s) for all of the Services which you use. Your notice should be sent, in writing, to MFIC's address which is set out at the beginning of these Terms.

**10.3** MFIC may at any time, terminate your access to the Services if:

(A) you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) MFIC is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom MFIC offered the Services to you has terminated its relationship with MFIC or ceased to offer the Services to you; or

(D) MFIC is transitioning to no longer providing the Services to users in the geographic area in which you are resident or from which you use the service; or

(E) the provision of the Services to you by MFIC is, in MFIC's opinion, no longer commercially viable.

**10.4** Nothing in this Section shall affect MFIC's rights regarding provision of Services under Section 3 of the Terms.

**10.5** When these Terms come to an end, all of the legal rights, obligations and liabilities that you and MFIC have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 15.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

**11. EXCLUSION OF WARRANTIES.**

**11.1** NOTHING IN THESE TERMS, INCLUDING SECTIONS 11 AND 12, SHALL EXCLUDE OR LIMIT MAKENA FINANCIAL'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY

APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**11.2** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

**11.3** IN PARTICULAR, MAKENA FINANCIAL, ITS PARTNERS, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

**11.4** ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

**11.5** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MAKENA FINANCIAL, ITS LICENSORS OR PARTNERS OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

**11.6** MAKENA FINANCIAL FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**12. LIMITATION OF LIABILITY.**

**12.1** SUBJECT TO PARAGRAPH 11.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT MAKENA FINANCIAL, ITS PARTNERS, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(i) ANY CHANGES WHICH MAKENA FINANCIAL MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(ii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(iii) YOUR FAILURE TO PROVIDE MAKENA FINANCIAL WITH ACCURATE ACCOUNT INFORMATION; OR

(iv) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

**12.2** THE LIMITATIONS ON MAKENA FINANCIAL'S LIABILITY TO YOU IN PARAGRAPH 12.1 ABOVE SHALL APPLY WHETHER OR NOT MFIC HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

**13. Other content.**

**13.1** The Services may include hyperlinks to other websites or content or resources. MFIC may have no control over any websites or resources which are provided by companies or persons other than MFIC.

**13.2** You acknowledge and agree that MFIC is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials which may be on or available from such websites or resources.

**13.3** You acknowledge and agree that MFIC is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

**14.** Changes to the Terms.

**14.1** MFIC may make changes to the Terms from time to time. When these changes are made, MFIC will make a new copy of the Terms available on MFIC's website.

**14.2** You understand and agree that if you use the Services after the date on which the Terms have changed, MFIC will treat your use as acceptance of the updated Terms.

**15.** General legal terms.

**15.1** Sometimes when you use the Services, you may (as a result of, or through your use of the Services) engage content, use a service or download a piece of software, which are provided by a third party. Your use of these other media files, services or software may be subject to separate terms between you and the third party concerned. If so, the Terms do not affect your legal relationship with these other third parties.

**15.2** The Terms constitute the whole legal agreement between you and MFIC and govern your use of the Services (but excluding any services which MFIC may provide to you under a separate written agreement), and completely replace any prior agreements between you and MFIC in relation to the Services.

**15.3** You agree that MFIC may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

**15.4** You agree that if MFIC does not exercise or enforce any legal right or remedy which is contained in the Terms (or which MFIC has the benefit of under any applicable law), this will not be taken to be a formal waiver of MFIC's rights and that those rights or remedies will still be available to MFIC.

**15.5** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from

the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

**15.6** You acknowledge and agree that each of MFIC's partners shall be third party beneficiaries to the Terms and that such partners shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

**15.7** The Terms, and your relationship with MFIC under the Terms, shall be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. You and MFIC agree to submit to the exclusive jurisdiction of the courts located within the county of Multnomah, Oregon, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that MFIC shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

**15.8** MFIC is wholly owned by Makena Financial, LLC, whose principal place of business is at 9020 SW Washington Square Rd., Tigard, Oregon 97223, United States.