

## Terms and Conditions for Financial Adventure, LLC & Pampered And Productive

Thank you for visiting our Financial Adventure, LLC and Pampered And Productive Website. If you require any additional information or have any questions about our Terms and Conditions, please feel free to contact us by email at Info at Financial Adventure dot com.

Financial Adventure, LLC ("Company", "us", or "we") provides access to information through our Website which is accessible at the URL [www.FinancialAdventure.com](http://www.FinancialAdventure.com) and [www.PamperedAndProductive.com](http://www.PamperedAndProductive.com) (the "Website") and we may provide the ability to use certain functionalities of the Website or provide Services of various kinds (the "Services"). The Website and Services are made available to you only under the following Terms and Conditions (the "Terms and Conditions").

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING THIS WEBSITE INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE, YOU ACKNOWLEDGE AND REPRESENT THAT (i) YOU HAVE READ THESE TERMS AND CONDITIONS, (ii) UNDERSTAND THEM, (iii) AGREE TO BE BOUND BY THEM, AND (iv) YOU ARE AT LEAST 18 (EIGHTEEN) YEARS OF AGE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE CUSTOMER WHEN YOU ACCESS, USE, OR REGISTER ON THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE AND/OR SERVICES.

If you subscribe to our Services for a Term (the "Initial Term") and become a Financial Adventure Subscription Member, then the Terms will be automatically renewed for additional periods of the same duration as the Initial Term at the Financial Adventure Subscription Member's then current fee for such Services unless you terminate your membership in accordance with our Terms and Conditions below.

### Introduction

These Terms and Conditions govern your use of this Website; by using this Website, you accept these Terms and Conditions in full and without reservation. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this website. You must be at least 18 (eighteen) years of age to use this website. By using this Website and by agreeing to these Terms and Conditions, you warrant and represent that you are at least 18 years of age. Any use or access by anyone under the age of 13 (thirteen) is prohibited.

This website uses cookies. By using this website and agreeing to these Terms and Conditions, you consent to Financial Adventure, LLC's use of cookies in accordance with the terms of Financial Adventure's Privacy Policy.

### General Restrictions On Use

Subject to these Terms and Conditions, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Website and Services and its content for your personal, non-commercial use. The rights granted to you by these Terms and Conditions will remain in force as long as these Terms and Conditions remain in effect. You promise that any information about yourself that you voluntarily provide to us will be true, accurate, complete and current. You may not sell, rent, transfer, assign, commercially exploit, resell or sub-license content or access to the Website or Services to any third-party in neither print, digital media or documents. Any attempts to otherwise access or display the Financial Adventure, LLC Content is a violation of the license granted hereunder. Except as expressly stated herein, you agree that no part of the Website or Services may be accessed, used, copied, reproduced, duplicated, downloaded, displayed, posted or transmitted in any form or by any means including but not limited to commercial use. Nothing contained in these Terms and Conditions shall be deemed or construed to grant any other right in or title to this Website and/or the Financial Adventure, LLC Content, in whole or in part. You further agree not to combine or integrate the Website and Services with hardware, software or other technology or materials not provided by us. You may not modify or create any product based on this Website and/or Services. You may not in any way attempt to obtain or perceive the source from which any component of the Website and/or the Services is compiled or interpreted, and nothing in these Terms and Conditions should be interpreted as granting you any right to obtain or use source code. Any future release, update or other additions to the Website and/or Services shall be subject to these Terms and Conditions. You agree not to use the Website and/or Services to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about

other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services. Without our written consent, you may not (i) use any high volume, automated or electronic means to access the Services (including, but without limitation, robots, spiders or scripts); or (ii) frame the Website, place pop-up windows over its pages, or otherwise affect the display of its pages. You promise that any information about yourself that you voluntarily provide to us will be true, accurate, complete and current. Unless otherwise stated, Financial Adventure, LLC and/or its licensors own the intellectual property rights published on this Website and materials used on this Website. Subject to the license, all these intellectual property rights are reserved.

### **Privacy Policy**

Our Privacy Policy which is also posted on this Website is incorporated into these Terms and Conditions by reference and provides additional Terms and Conditions related to our use, collection and disclosure of your personal information. The security of your personal information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personal information. However, you understand and agree that such steps do not guarantee that the Website is invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. We reserve the right to cooperate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of your personal information. If you do not agree to our Privacy Policy, you may not continue to access or use this Website.

### **Use Of Third-Party Offerings**

This Website may include links to other websites, content, products or services of unaffiliated third parties. Third-party sites are not the responsibility of Financial Adventure, LLC and we do not warrant or guarantee the accuracy, quality or appropriateness of any such website or any content contained on such website. Each third-party website is governed by its own policies and agreements, including policies regarding the collection and use of your personal information. If you elect to use such third-party offerings, you understand that your use of them will be subject to any terms and conditions required by the third-party provider(s). Please be sure to review the applicable agreements and policies carefully when visiting any third-party websites to whom we provide links. You agree that Financial Adventure, LLC assumes no responsibility for your use of any such site or any material outside of this Website, including any material that may be accessed through links from this Website and shall not have any liability for events arising from your use or access to any third-party website, service or content.

### **Ownership And Acceptable Use**

As between you and us, we and/or vendors and suppliers, as applicable, retain all right, title and interest in and to the Website and the Services, and all the related intellectual property rights, other than User Content. Financial Adventure, LLC and its suppliers reserve all rights not granted in these Terms and Conditions. Unless you first obtain the copyright owner's prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Website or the Services. All Services, products, information displayed, content, performed or otherwise accessible through this Website including, without limitation, user submitted materials, digital images, software including all derivative works, designs, texts, databases, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, animation, and any copyrightable and/or patentable elements, and the selection and arrangements thereof, and all trademarks (registered and unregistered), service marks, trade names, trade dress and patents, (collectively "Financial Adventure, LLC Content") are the property of Financial Adventure, LLC, its partners, affiliates, third party licensors and suppliers and/or any of their successors and assigns (collectively, "Licensors"), and are protected by the copyright, trademark, patent, and other intellectual property laws of the United States and other jurisdictions as may be applicable. Without limiting the generality of any other provisions of these Terms and Conditions, the use of any Financial Adventure, LLC Content on any other website or networked computer environment is prohibited. If you provide Financial Adventure, LLC any feedback or suggestions regarding the Website or Services ("Feedback"), you hereby assign to us all rights in the Feedback and agree that Financial Adventure, LLC shall have the right to use such Feedback and related information in any manner it deems appropriate. Financial Adventure, LLC will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Financial Adventure, LLC any information or ideas that you consider to be confidential or proprietary. Nothing contained on this Website should be construed as granting any

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The following sets forth Financial Adventure LLC's "Acceptable Use Policy": You agree not to use this Website or Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; (v) that constitutes a computer virus, worm, or any software intended to damage or alter a computer system or data; or (vi) that constitutes unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise. Users of this Website must not use this Website in such a way as to offend or interfere with the use by anyone else of this Website. Users should not attempt to use this Website for any purposes other than the purposes intended by the Financial Adventure, LLC.

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, robots data extraction, data harvesting or similar data gathering and extraction devices) on or in relation to this Website without Financial Adventure, LLC's express written consent. You must not use this Website or any part of it to transmit or send unsolicited commercial communications. You must not use this Website for any purposes related to marketing without the express written consent of [www.FinancialAdventure.com](http://www.FinancialAdventure.com).

### **Restricted Access And Accounts**

Certain portions of the Website may be accessed without registering or logging into the Website. In order to use certain features of this Website, you may be required to register for a Username and Password (an "Account") now or in the future. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. If you register on this Website, you may be asked to choose a username and password and to enter other information to be able to access restricted areas of this Website or other content or Services. You must ensure that the Account is kept confidential and that you do not share your Account information and password with anyone. You alone are responsible for your Account security and are fully responsible for all activities that occur under your Account. You agree to immediately notify Financial Adventure, LLC of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. Financial Adventure, LLC cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You may be issued a new password or be required to change your password from time to time. Your Account information is not transferable. We reserve the right to restrict, suspend or terminate access to the Website for any Account because of inactivity under that Account. We may disable your Account at Financial Adventure, LLC's sole discretion without notice or explanation. Financial Adventure, LLC reserves the right to restrict access to certain areas of this website, or at our discretion, this entire website. We may change or modify this policy without notice. Please read our Privacy Policy for our policies governing the collection of personal information.

### **User Content**

In these Terms and Conditions, your "user content" means any and all information, content, suggestions, feedback and other materials including but not limited to your name, child's name, voice, photograph and likeness, text, images, ideas, notes, artwork, drawings, stories, designs, concepts, content, photographs, audio material, video material and audio-visual material (collectively, the "User Content") that a user submits to us, or uses with this Website or

Services, for whatever purpose. The User Content submitted by you to Financial Adventure, LLC or otherwise posted on this Website and/or Services shall be deemed to be, and shall remain, the property of Financial Adventure, LLC. You grant Financial Adventure, LLC, and warrant that you have the right to grant to Financial Adventure, LLC a worldwide, irrevocable, non-exclusive, free of charge, royalty-free, perpetual right, title, interest in and license to use, reproduce, adapt, edit, modify, publish, translate, broadcast, create derivative works from, distribute, perform, display and publicize such User Content in any existing or future media anywhere in the world, for any purpose and in any form, through any media or technology now known or later developed, without any compensation to you. You waive any moral, author's, attribution or other rights in and to such User Content, in whole or in part. Financial Adventure, LLC shall exclusively own all now known or hereafter existing rights of any and all types and in any all geographic locations, in and to all User Content, and shall be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the User Content. You also grant Financial Adventure, LLC the right to sub-license these rights, and the right to bring an action for infringement of these rights. Financial Adventure, LLC shall not be liable for any use, non-use or disclosure of all or part of the User Content. Financial Adventure, LLC may, but is not obligated to, use and publish the User Content on this Website or elsewhere for any purpose. You are solely responsible for all of your User Content and assume all risks associated with use of your User Content. You hereby represent and warrant that you have all necessary rights in and to all User Content that you provide through the Website or otherwise to us. Financial Adventure, LLC does not and cannot review every submission by users and is not responsible for, nor does it endorse or guarantee the accuracy, suitability, quality and appropriateness of the content of such submissions. Financial Adventure, LLC reserves the right, but has no obligation, to edit, review or remove any User Content submitted to this website, or stored on the servers of Financial Adventure, LLC, or hosted or published upon this Website. Your User Content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Financial Adventure, LLC or a third party (in each case under any applicable law). You must not submit any User Content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Financial Adventure, LLC. You alone are responsible for your User Content and not Financial Adventure, LLC, you may expose yourself to liability if your User Content violates or infringes any third party's legal rights. Financial Adventure, LLC is not responsible for any loss or damage incurred as the result of any interactions between you and other such users, and we are under no obligation to become involved in any disputes. Financial Adventure, LLC is not obligated to backup any User Content and User Content may be deleted at anytime. You are solely responsible for creating backup copies of your User Content if you desire.

### **Release**

You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Website or Service users.

### **Terms And Conditions Of Sale**

**WARNING: CHOKING HAZARD. SOME PRODUCTS MAY CONSTITUTE CHOKING HAZARDS AND/OR CONTAIN SMALL PARTS OR OTHERWISE DANGEROUS COMPONENTS. PLEASE BE CAREFUL. PRODUCTS ARE NOT FOR CHILDREN UNDER THREE (3) YEARS OF AGE AND SHOULD NOT BE USED BY ANY CHILD WITHOUT ADULT SUPERVISION. YOU ACKNOWLEDGE THAT THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE BY CHILDREN UNDER THE AGE OF THREE (3) AND MAY CONTAIN SMALL PARTS. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT, FINANCIAL ADVENTURE, LLC SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, IN WHOLE OR IN PART, FOR ANY CLAIMS, LIABILITY, DAMAGES, LOSS OR COSTS ARISING FROM SUCH USE.**

All products listed on the Website (the "Products"), their descriptions, and their prices are each subject to change. Financial Adventure, LLC reserves the right, at any time, to modify, suspend, or discontinue the sale of any Product with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of any Product. In the event a Product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or Product information received from our suppliers, we shall

have the right, prior to the acceptance of your Order, to decline or cancel any such Orders, whether or not the Order has been confirmed and/or your credit card has been charged. If your credit card has already been charged for the order and we cancel your order, we shall immediately issue a credit to your credit card account in the amount of the charge.

When placing an order (the "Order"), you are making an offer to purchase the Product(s) ordered and such offer is subject to our acceptance. You agree to pay the price applicable for the Product as of the time you submitted your Order (the "Product Price"), the delivery fees for the delivery service you select and any applicable taxes. Your receipt of an electronic or other form of Order confirmation from us does not signify our acceptance of your Order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your Order to accept or decline or cancel your Order (in whole or in part) for any reason. We may require additional verifications or information before accepting any Order. No Order will be considered accepted by Financial Adventure, LLC until the Product(s) has been shipped. Product will be shipped in accordance with the shipping method you selected when placing the Order. If some of the Products in your Order are temporarily out of stock, we will ship the available Products only and notify you of any Products that cannot be fulfilled. If we decline to accept your Order, we will attempt to notify you at the email address you provided. Notwithstanding the foregoing, you agree that if we cancel all or a part of your Order, your sole and exclusive remedy is either that we will issue a credit to your credit card account in the amount charged for the cancelled portion (if your credit card has already been charged for the Order) or we will not charge your credit card for the cancelled portion of the Order. All products shall be deemed accepted by you upon shipment, and title to, and risk of loss of each Product passes to you when Financial Adventure, LLC provides the Product to a common carrier. All Products are non-refundable and cannot be returned. However, please contact us if any, or all of your Product is damaged and we will work with you to provide a replacement Product. Currently, we ship to the United States only. All sales of Products are subject to our then-current return policies, as posted on the Website. We make every effort to display our Products as accurately as possible. We are not responsible for typographical errors regarding price or any other matter. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your Order. Any estimated shipping date provided by Financial Adventure, LLC is based on Product availability and payment processing time, and does not include transit time. Financial Adventure, LLC reserves the right to charge an additional fee if you request that any Products be re-shipped, whether because you originally submitted an incorrect address when placing your Order or otherwise. Please be sure to review the shipping information you submit closely to ensure it is correct.

If you Order a subscription to a Product that auto-renews periodically (the "Subscription"), then you agree to pay the applicable Product Price, delivery fees and taxes upon each auto-renewal date, until you terminate your Subscription in accordance with the directions on this Website. Please note that if your Subscription includes a discounted Product Price for a promotional period, once the promotional period expires, your Subscription will renew at the full Product Price. Financial Adventure, LLC will automatically bill your credit card submitted as part of the Order process for such amounts and you hereby authorize us to do so. All Subscriptions will be billed on or around the first (1st) of the month. You will be solely responsible for payment of all taxes, fees, duties, and other governmental charges, and any related penalties and interest arising from the Product purchase not withheld by us. All payments are non-refundable, except as expressly stated in these Terms and Conditions. Without limiting other remedies, we reserve the right to charge a late fee on all past due payments equivalent to the lesser of one and a half (1.5%) per month on the unpaid balance or the highest rate allowed by law. You agree to pay for all collection costs, attorney fees, and court costs incurred in the collection of past due amounts. Each month, as long as you maintain your subscription as a Member, Products will be shipped to you as described in the Product when you placed the Order. Subscription fees are set forth on our Website, and may be amended from time to time. Members may cancel their Subscription at any time, and will only be responsible for the charges already incurred. There are no cancellation fees or penalties. To cancel your Subscription, simply send an email to Info at Financial Adventure dot com (Receipt of which must be confirmed by us). Such notice will not affect charges submitted before we reasonably could act. Your cancellation request must be received before 10:00 PM Central Standard Time on or before the 25th day of the month prior to the next auto renewal date, otherwise you will continue to be billed for the next planned Product. You must promptly notify us if your Payment Method is canceled (e.g., for loss, theft or expiration). If you do cancel, you will not receive any additional deliveries from Financial Adventure, LLC after the current Subscription period. If an error occurs, whereby you do receive a delivery after your cancellation submission which has not been paid for, regardless of where the error initiated, you agree to notify Financial Adventure, LLC of the error, at which time we will advise you how to return the contents of the Product to us, or keep the Product and pay the then current cost of the Product.

"Multiple Month" subscriptions (3, 6, 12 months and any term yet to be made available) that are offered are billed upfront and are not eligible for cancellation during the initial subscription term. To cancel such subscriptions, simply send an email to Info at Financial Adventure dot com (Receipt of which must be confirmed by us). Your cancellation request must be received before 10:00 PM Central Standard Time on or before the 25th day of the month prior to the next auto renewal date.

Unless the Product information page states that a Product is a Final Sale, Financial Adventure, LLC will accept returns only for store credit and only in accordance with the Return Procedures below. If a Product is a Final Sale, then the sale is final and no returns will be accepted. Provided that Financial Adventure, LLC confirms that your Product was not a Final Sale and was returned in accordance with the Return Procedures below, your sole and exclusive remedy is that we will issue you a store credit in the amount charged for the applicable Product; provided that the credited amount will not include the applicable Delivery Fee, which is nonrefundable. Store credit may only be used for future purchase of Products on the Website (excluding gift cards) and are not transferable. We do not accept any Product exchanges. If the Product arrives damaged or not substantially as described on the Product information page ("Damaged Product"), Financial Adventure, LLC will accept returns for a full refund only in accordance with the Return Procedures below. Provided that Financial Adventure, LLC confirms that your Product was a Damaged Product and was returned in accordance with the Return Procedures below, your sole and exclusive remedy is that we will issue a refund to your credit card in the amount charged for the Damaged Product (if your credit card has already been charged for the Product) or we will not charge your credit card for the Damaged Product. The refunded amount will include the applicable delivery fee. The following sets forth the required "Return Procedures": All returns must be made within 14 days after the Product shipment date. All returned Products must be unused and returned in accordance with the instructions received from Financial Adventure, LLC at Info at Financial Adventure dot com. You are solely responsible for the cost of shipping the returned Product. All Products not returned in accordance with the Return Procedures shall be sent back to you and no credit or refund will be issued.

The names used on our Website, Services and in our Products are fictitious and not intended to refer to any prior or existing organization or person. All information used is intended for educational purposes only.

### **Digital Millennium Copyright Act of 1998 (DMCA)**

Financial Adventure, LLC respects the intellectual property rights of others and believes in preventing and deterring unauthorized infringement of copyrighted materials. It is our policy to disable and/or terminate the accounts of users who are repeat infringers of intellectual property rights, including copyrights. In accordance with the Digital Millennium Copyright Act of 1998, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing: 1 - your physical or electronic signature, 2 - identification of the copyrighted work that you claim has been infringed, 3 - identification of the material that you claim is infringing, 4 - sufficient information to permit us to locate such material on the Website, 5 - your address, telephone number, and e-mail address, 6 - a statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or under the law and 7 - a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright or that you are authorized to act on behalf of the copyright owner. All items completed must be submitted to the Financial Adventure, LLC's Designated Copyright Agent:

Financial Adventure, LLC

Attn: DMCA Notice

PO Box 347

Avon, MN 56310

Email: Info at Financial Adventure dot com

### **Contests And Promotions**

We may run contests and/or promotions from this Website periodically. Please read the official rules that accompany each special offer, coupon, discount, contest and sweepstakes that we may offer or conduct. Special offers, coupons, or discounts cannot be used in conjunction with other offers. Limit one Promotion per Order. You will be required to agree to the rules and regulations as posted in order to participate in any contest and/or promotion.

### **Refer A Friend**

As a Financial Adventure, LLC Member, by referring your friends to Financial Adventure, you may participate in the Financial Adventure Refer A Friend Program ("the Program"), which is a loyalty program we offer to our Members. If you choose to participate in the Program, for each friend you refer to Financial Adventure for which a Qualifying Referral (defined below) is completed, you may be able to receive credits toward future purchases made by Members via the Website and Services. In order to receive a Referral Reward, each of the following requirements must be met (collectively, a "Qualifying Referral"): (i) you must log into your Account on the Website and select the "Refer My Friends" link; (ii) you must share the link provided with friends via Facebook and Twitter, by copying and pasting the unique referral link generated via the Services or by sending the unique referral link generated via the Services in an email to your friends; (iii) a friend (who must be a new customer) who clicks the link on Facebook, Twitter or otherwise or clicks the link contained in the email must create a new Financial Adventure Account and complete a purchase of a 6 or 12 month Subscription through the Website or Services prior to the expiration. Gift Certificate purchases or purchases of stand-alone Products are not Qualifying Referrals. Satisfaction of a Qualifying Referral and the applicable referral credits ("Rewards") you receive will be reflected in your Account in a commercially reasonable amount of time after the Qualifying Referral has been completed. Referral credit can only be used on 3-month, 6-month and 12-month Subscriptions and cannot be applied to previous purchases. The Rewards you accrue will be displayed in your Account profile page. Rewards can be accrued solely by you and you may not earn Rewards by permitting another individual to use your Account. Rewards accrued in multiple Accounts may not be combined into one Account. You may not earn Rewards by creating multiple Accounts. You may not post your unique referral link on any public forum or coupon site, doing so will result in the reversal of any Rewards earned and may result in your account becoming suspended. By acquiring Rewards, you agree and acknowledge that Financial Adventure, LLC is granting you a limited, revocable, license to a digital item, and that Rewards are not your personal property. You may not obtain any cash or money in exchange for Rewards. Except as explicitly provided herein, Rewards are non-transferable. Members are responsible for keeping track of the Rewards in their Accounts. If you violate any of these terms, your credits will be subject to reversal. This referral program is subject to modification or termination at any time without notice in our sole discretion.

### **Disclaimers, Limited Liability And Warranty**

You understand and agree that the Website, all information, content, materials and Services related to the foregoing, and the Products (except as set forth in the Terms and Conditions of Sale) are provided "as is" and "as available" and to the fullest extent permissible under applicable law. We do not assume any responsibility for prompt or proper delivery of the Website or any material or content, or for retention of any user information, communications between users or the accuracy or existence of any communications between users. WE AND OUR AFFILIATES SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, SYSTEM INTEGRATION AND ACCURACY OF DATA IN RELATION TO THIS WEBSITE OR THE INFORMATION AND MATERIALS PROVIDED ON THIS WEBSITE. Applicable law may not allow the exclusion of certain implied warranties or consequential damages, so the above exclusion may not apply to you. We and our affiliates do not warrant that the Website and/or Services will meet your requirements or expectations, or that the Website and/or Service will be uninterrupted, timely, error free, secure or virus free. We make no warranty that the information on this Website is complete, true, accurate or non-misleading. We reserve the right to filter, modify or remove content, media, information or any other material from the Website or Services and from the output of the Website or Services. You understand that we have developed our technologies to find information that we believe will be most relevant and interesting to you. Accordingly, we may in our discretion filter out links to content aggregators, search engines or other online services whose technologies and services, in our opinion, are inconsistent with these objectives. Nothing on this Website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional. We reserve the right to modify and/or discontinue this Website at any time without notice. We do not guarantee the security of any information transmitted to or from the Website or Service; and you agree to assume the security risk for any information you provide using the Website or Service. The submission of any user content and the use of any material through the Website and/or Service is done at your own discretion and risk. Any material downloaded or otherwise obtained through the use of the Website and/or Services is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that may result from the upload or download of any such material and assume the security risk for any information you provide using the Website or

Service, and you are advised to maintain offline backup copies of all user content. We are not the provider of, and make no warranties with respect to any third party offerings.

USE OF OUR SERVICE, THE WEBSITE AND/OR THE PRODUCTS ARE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FINANCIAL ADVENTURE, LLC OR OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: 1 - YOUR ACCESS TO, OR USE OF, OR INABILITY TO ACCESS OR USE THE WEBSITE AND/OR SERVICES; 2 - ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE WEBSITE AND/OR SERVICES, INCLUDING WITHOUT LIMITATION ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR 3 - UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, IN NO EVENT SHALL FINANCIAL ADVENTURE, LLC'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS, THE WEBSITE, THE SERVICES OR THE PRODUCTS EXCEED THE GREATER OF (1) FIFTY DOLLARS (U.S. \$50.00) OR (2) THE AMOUNTS YOU HAVE PAID TO FINANCIAL ADVENTURE, LLC IN THE PRIOR 6 MONTHS HEREUNDER.

YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE PROVISION OF THE WEBSITE, THE SERVICE, AND THE PRODUCTS TO YOU, AND WE WOULD NOT PROVIDE THE SITE OR SERVICE OR PRODUCTS TO YOU WITHOUT THIS LIMITATION.

### **Exclusions**

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By accepting these Terms and Conditions and using this Website, you agree to hereby indemnify and otherwise hold harmless Financial Adventure, LLC, including but not limited to its officers, directors, employees, agents, licensors, suppliers, any third party information providers, subsidiaries, affiliates and other partners from and against all damages, claims, demands, liabilities, costs and expenses, including reasonable attorney fees, resulting from any violation of these Terms and Conditions or applicable law or your user content. You accept that, as a limited liability entity, [www.FinancialAdventure.com](http://www.FinancialAdventure.com) has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Financial Adventure, LLC's officers or employees in respect of any losses you suffer in connection with the Website. You agree that the limitations of warranties and liability set out in this Website disclaimer will protect Financial Adventure, LLC's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Financial Adventure, LLC. Without prejudice to Financial Adventure, LLC's other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, Financial Adventure, LLC may take such action as we deem appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers



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### **Modifications To Terms And Conditions And Termination**

We reserve the right to revise, amend or supplement these Terms and Conditions at any time and for any reason. Any such revision will be binding and effective immediately upon posting of the revised Terms and Conditions on our Website. Please check the Terms and Conditions each time you access and use this Website so that you are familiar with the current version and will understand the Terms and Conditions applicable to your access and use of this Website. When we make changes to these Terms and Conditions, we will notify you of the changes by posting the revised version on our Website. By continuing to use the Website after we have posted modifications or amendments to the Terms and Conditions, you consent to such amendments and/or modifications. If you do not consent to any such modifications or amendments, you may not continue to access or use the Website. These Terms and Conditions will become effective and binding when you use the Website and/or Service, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the Website. We reserve the right to terminate these Terms and Conditions, your Account, and your access to the Website and the Service at any time without notice. You may delete your Account at any time, for any reason, by following the instructions on the Website. If we have suspended or terminated these Terms and Conditions, your Account, the Website, or the Service other than for your breach of these Terms and Conditions, we will refund you a pro-rata share of any amounts you have pre-paid for a Subscription to the Service (if any). You understand that any termination of your Account involves deletion of your User Content associated therewith from our live databases. Your rights under these Terms and Conditions will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms and Conditions.

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These Terms and Conditions, together with Financial Adventure, LLC's Privacy Policy constitute the entire agreement between you and Financial Adventure, LLC in relation to your use of this Website, and supersede all previous agreements understandings, negotiations or discussions, whether oral or written in respect of your use of this Website. If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect. If any provision of this Website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Website disclaimer. Financial Adventure, LLC may transfer, sub-contract or otherwise deal with Financial Adventure LLC's rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions.

### **Governing Law And Jurisdiction**

These Terms and Conditions and any action related thereto will be governed and interpreted by and under the laws of the State of Minnesota, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. Any action or proceeding relating to a claim or controversy at law or equity that arises out of or relates to these Terms and Conditions or the Website or Services (a "Claim") must be brought in a federal or state court located in Stearns County and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. This Website and/or Services are controlled and operated from the United States, and we make no representations that they are appropriate or available for use in other locations.