

## **Finances Demystified** **Terms and Conditions**

These terms and conditions (the “Agreement” or “Terms”) govern your participation in any Finances Demystified course (the “Course”). By signing up for the Course you agree to these Terms, which form a legally binding contract between you (“you” or “Member”) and Finances Demystified LLC, a Delaware limited liability company (“FD” “Company” “we”.or “us) with an address at: 2035 Sunset Lake Rd., Suite B-2, Newark, DE 19702.

By completing the sign-up process on behalf of another individual or entity you are warranting that you have made them aware of these Terms and that they have accepted these Terms.

Company reserves the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to review these Terms before registering for any Course offerings. Your decision to register for a Course and participate after such modifications are made will constitute acknowledgment and acceptance of the modified Terms.

**IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT SIGN UP FOR THE COURSE. THESE TERMS ARE EFFECTIVE AS OF MARCH 30, 2022 (“EFFECTIVE DATE”).**

### **1. The Course, Costs and Refund Policy.**

This is a self-paced course facilitated by finance expert, Dominique Broadway, and/or any instructor of Company’s choosing (“Instructor” or “Facilitator”). You agree to pay all fees (the “Fee”) associated with the Course. It is the general policy of the Company that all sales are final. However, please reference and adhere to the respective refund policy for the Course you purchase, if any. Any purchases made that are subject to an outside agreement will be subject to the terms of that agreement.

You will be responsible for any additional expenses that may be incurred as it relates to the implementation of recommended strategies, tools, or resources. This includes, but is not limited to, any fees associated with your trading platform of choice.

### **2. Course Materials, Access, and Limitations on Use.**

- (a) **Course Materials Defined.** For purposes of this Agreement, course materials refers to Company’s processes, methodologies, guidebooks, worksheets, live and recorded trainings, videos, audio recordings, powerpoints and any other materials that currently exist (“Current Course Material” or “Course Materials”) or may later be created.

- (b) **Access.** As a benefit of your membership, you will have lifetime access to Current Course Materials. Under no circumstance does your membership grant you access to materials that may be later created or added to the Course. Notwithstanding the foregoing, Company may in its sole discretion grant you access to later created materials.
- (c) **Limitations on Use.** In addition to Course Materials, you acknowledge and agree that anything you may view or access in the Course or in your interaction with Company is protected by any and all intellectual property and/or other proprietary rights, including but not limited to, trademarks, copyrights, service marks, logos, and/or the name of Company or its Affiliates, and is the sole property of Company (collectively “Company IP”). Nothing in these Terms grants you any right to use Company IP. **Except for a single copy made for personal use, You may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any Company IP in any form or any means whatsoever. Any unauthorized use of Company IP violates our intellectual property interests and will result in your immediate removal from the Course, along with and any other Company courses, products, or offering, you may be participating in, denial of access to any and all Company products and offerings currently available or may be later created, as well as criminal and/or civil penalties.**

### **3. No Guarantee, Disclaimer, and Warranties.**

While we operate to the best of our ability in regards to the selected Course you purchased on our Site, we cannot guarantee that this Course will yield or guarantee you any specific results. This includes, but is not limited to, you making money from your investments. You agree to not hold us liable for any results as a participant in this Course.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE COURSE OR ANY DELIVERABLES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **4. Live Sessions.**

When applicable, live sessions will take place over the duration of the Course term. All live sessions will be recorded and made available to you.

### **5. Confidentiality.**

The Parties agree to keep confidential any and all proprietary information relating to the other party’s business, and any other information not generally made available to the public (collectively, “Confidential Information”). The term Confidential Information includes the terms of this Agreement. The Parties shall use all commercially practicable efforts to safeguard the secrecy and confidentiality of each other’s Confidential Information, and shall not disclose any of the Confidential Information to any third party (other than as required to fulfill its contractual obligations or with the written consent of the other party), during the term and thereafter.

## 6. Privacy & Security

*Login Required.* In order to access some of the Offerings on this site, or to post User Content, you may be asked to set up an account and password. Our account registration page requests certain personal information from you (“Registration Info”). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

*Passwords & Security.* If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

*Disclosure to Third Party Affiliates.* You hereby grant us the right to disclose to third parties certain Registration Info about you. The information we obtain through your use of this site, including your Registration Info, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

**How we use your Personal Data.** We will only process your Personal Data, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you are a party, (3) we are required by law, (4) processing is required to protect your vital interests or those of another person, or (5) processing is necessary for the purposes of our legitimate commercial interests, except where such interests are overridden by your rights and interests. We may use Personal Data that you provide directly to us for the following purposes:

- to carry out our obligations arising from your Course registration, or any other contract entered into between you and us and to provide you with the information, products, and offerings.
- to organize Courses that you have purchased or registered for, and to provide you with information, and other materials, relating to the content of the Course
- to provide our newsletter and other publications, provided you have given your consent;
- to respond to your questions and provide related Course registration services;
- to provide you with information about other events, products and services we offer that are similar to those that you have already purchased, provided you have not opted-out of receiving that information;
- to provide you, or permit selected third parties to provide you, with information about events, products or services we feel may interest you, provided you have given your consent;

- to transfer your information as part of a merger or sale of the business;
- to notify you about changes to our Course; and
- to ensure that content from our Site is presented most effectively for you and your computer.

**Information we collect about you.** We will use Personal Data that we have collected about your use of our Site:

- to administer our Site and for internal operations, including but not limited to troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our Site to ensure that content is presented most effectively for you and your computer;
- as part of our efforts to keep our Site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- to make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.

**Personal Data we receive from other sources.** We will combine this information with information you give to us and information we collect about you. We will use this information and the combined Personal Data for the purposes set out above (depending on the types of information we receive).

**When we share and who can access your Personal Data.** We may share your Personal Data for the purposes described in this Notice with:

- a member of our group
- partners, suppliers and subcontractorssub-contractors, for the performance of obligations arising from your Course registration, or any other contract we enter into with them or you or to provide you with the information, products and services that you request from us
- analytics and search engine providers that assist us in the improvement and optimization of our Site
- trusted third-party companies and individuals to help us provide, analyze, and improve the Site and our Course registration services (including but not limited to data storage, maintenance services, database management, web analytics and payment processing)

- in the event that we sell or buy any business or assets, in which case we will disclose your Personal Data to the prospective seller or buyer of such business or assets
- if FD or substantially all of its assets are acquired by a third party, in which case Personal Data held by it about its customers will be one of the transferred assets.

We will only transfer your Personal Data to trusted third-parties who provide sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and who can demonstrate a commitment to compliance with those measures.

**Selling or renting your Personal Data.** We will never sell or rent your Personal Data to third parties without your opt-in consent.

**Security.** Although we use security measures to help protect your Personal Data against loss, misuse or unauthorized disclosure, we cannot guarantee the security of any and all information transmitted to us over the internet. All information you provide to us is stored on secure servers. Any payment transactions will be encrypted using SSL technology.

**Transfer of Personal Data outside of the European Economic Area (“EEA”) and international users.** We are headquartered in the United States. Your Personal Data may be accessed by us or transferred to us in the United States or to our affiliates, partners, merchants, or service providers who are located worldwide. If you are visiting our Site from outside the United States, be aware that your information may be transferred to, stored, and processed in the United States where our servers are located, and our central database is operated. By using our Service, you consent to any transfer of this information.

**How long we store your Personal Data.** We will store your Personal Data, in a form which permits us to identify you, for no longer than is necessary for the purpose for which the Personal Data is processed. We may retain and use your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically reasonably feasible to remove it. Consistent with these requirements, we will try to delete your Personal Data quickly upon request.

**Retention.** We will retain your information for as long as your account is active or as needed to provide you with our Site and its features. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at [info@financesdemystified.com](mailto:info@financesdemystified.com). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We maintain one or more databases to store your Personal Data and may keep such information indefinitely.

**Where we store your personal data.** The Personal Data that you provide to us is generally stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that once your Personal Data is submitted through our Site, it will be transferred to our servers in the United States and that the United States currently does not have uniform data protection laws in place

**Links to third party sites and services.** Our Sites may contain links to third party websites, applications and services not operated by us. These links are provided as a service and do not imply any endorsement by us of the activities or content of these sites, applications or services nor any association with their operators. Company is not responsible for the privacy policies or practices of any third party including websites or services directly linked to our Service. We encourage you to review the privacy policies of any third-party site that you link from our Service.

**Your rights for correction and removal.** If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by contacting us at [\*info@financesdemystified.com\*](mailto:info@financesdemystified.com).

**Opting out.** Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive, by sending a message to us at [\*info@financesdemystified.com\*](mailto:info@financesdemystified.com).

**Your European rights.** FOR EUROPEAN RESIDENTS ONLY. You have the right to ask us not to process your Personal Data for marketing purposes. We will usually inform you (before collecting your Personal Data) if we intend to use your Personal Data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to opt in or opt out of such processing by checking certain boxes on the forms we use to collect your Personal Data. You can also exercise the right by contacting us using the Contact Us section on our Site. Under European data protection law, in certain circumstances, you have the right to:

**Request access to your Personal Data.** You may have the right to request access to any Personal Data we hold about you as well as related information, including the purposes for processing the Personal Data, the recipients or categories of recipients with whom the Personal Data has been shared, where possible, the period for which the Personal Data will be stored, the source of the Personal Data, and the existence of any automated decision making.

**Request correction of your Personal Data.** You may have the right to obtain without undue delay the rectification of any inaccurate Personal Data we hold about you.

**Request erasure of your Personal Data.** You may have the right to request that Personal Data held about you is deleted.

**Object to processing of your Personal Data.** You may have the right to prevent the processing of your Personal Data.

**Request restriction of processing your Personal Data.** You may have the right to restrict the processing of your Personal Data.

**Request transfer of your Personal Data.** You may have the right to request transfer of Personal Data directly to a third party where this is technically feasible.

**Withdraw your consent.** In addition, where you believe that FD has not complied with its obligations under this Notice or European law, you have the right to make a complaint to an EU Data Protection Authority, such as the UK Information Commissioner’s Office. You can exercise any of these rights by contacting us using the Contact Us section on our Site.

**Your Californian rights.** FOR RESIDENTS OF CALIFORNIA ONLY. Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your Personal Data with third parties. If you reside in California and have provided your Personal Data to FD, you may request information about our disclosures of certain categories of Personal data to third parties for direct marketing purposes. Such requests must be submitted to us at one of the following addresses: [info@financesdemystified.com](mailto:info@financesdemystified.com). Finances Demystified LLC Attn: California Privacy Rights 2035 Sunset Lake Rd., Suite B-2, Newark, DE 19702.

**Changes to this Notice** If we make any material changes to this Notice or the way we use, share or collect personal Data, we will notify you by revising the “Effective Date” at the top of this Notice, prominently posting an announcement of the changes on our Site, or sending an email to the email address you most recently provided us (unless we do not have such an email address) prior to the new policy taking effect. Any changes we make to this Notice in the future will be posted on this page and, where appropriate, notification sent to you by email. Please check back frequently to see any updates or changes to this Notice.

## **7. Term and Termination.**

The Terms of this Agreement shall commence on the Effective Date and will remain in effect until terminated. You may terminate this Agreement by ending your participation in the Course at any time. **Company may terminate this Agreement at any time due to breach by you**, or by written notice to you. If Company terminates this Agreement no refund of full or partial Fee will be given. **You agree and understand that termination of this Agreement does not remove**

**or negate your obligation to pay the full Fee.** Your failure to make timely payments under any applicable payment plan will automatically terminate this Agreement without written notice to you.

## **8. Miscellaneous Provisions.**

- (a) **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.
- (b) **Dispute Resolution.** Any dispute, controversy or claim arising out of or related in any way to this Amendment or any services performed hereunder which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the (American Bar Association) in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in New Castle County, Delaware. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Delaware. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Amendment.
- (c) **Representations and Warranties.** Each party represents and warrants to the other party that it has the right to enter into this Agreement and fulfill its obligations without violating any other agreement entered into with any third-party. Each party further represents and warrants to the other party that to the best of its knowledge, any and all materials or information of any kind that it provides: (i) does not infringe upon any third-party rights of any kind, including without limitation, any intellectual property rights, unfair competition, or publicity or privacy rights; and (ii) is true and accurate in all respects.
- (d) **Assignments.** The benefits and obligations of each of the parties under this Agreement may not be assigned without the written consent of the other party.
- (e) **Schedules and Exhibits.** All Schedules and Exhibits to this Agreement, if any, are incorporated by reference into, and made a part of, this Agreement.
- (f) **Severability.** In case any one or more of the provisions contained in this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- (g) **Interpretation.** The fact of authorship by or at the request of a party must not affect the construction or interpretation of this Agreement.

- (h) **Modifications and Amendments.** No modification or amendment of this Agreement or waiver of any provision of this Agreement will be valid unless in writing and signed by both Parties.
- (i) **Force Majeure.** Neither Party will be liable to the other, or will be considered to be in breach of this Agreement, on account of any delay or failure to perform as a result of any acts of God, pandemics, acts of any political entity, or natural disasters, or any other causes or conditions that are beyond such party's reasonable control. Should any such event occur, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.
- (j) **Notices.** Any notice required to be given under this Agreement must be in writing and delivered to the other designated party by email or by mail to the party's address by certified, registered or Express mail, or by Federal Express.
- (k) **Independent Contractors.** The relationship between the Parties under this Agreement is that of independent contractors. No joint venture, franchise, partnership, employment agreement, or agency is created under this Agreement.
- (l) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. **You certify and acknowledge that they have had the opportunity to read this Agreement, and that they have voluntarily entered into this Agreement fully aware of its terms and conditions.**