

# **TERMS AND CONDITIONS**

*Last updated March 1 2021 ("Effective Date")*

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS SITE AND ANY PAGES THEREOF, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS, VIEW, OR USE THIS SITE, OR ANY PAGES THEREOF.**

## **1. WELCOME**

This Site is operated by AdvisorBid. Throughout the Site, the terms "we", "us" and "our" refer to AdvisorBid. We offer this Site, including all information, tools and services available from this Site, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies and notices stated here. Your continued use of this Site constitutes your agreement to these Terms of Use, the Privacy Policy, and all other operating rules, policies and procedures that may be published by us from time to time on the Website, each of which is incorporated by reference and may be updated by us from time to time.

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THIS TERMS OF SERVICE AGREEMENT ("Agreement") is made between AdvisorBid, and any person or entity ("User") or ("Company") who completes the registration process to open and maintain an account with AdvisorBid's interactive online and communication service ("Service," "Website", or "Site"). AdvisorBid and User are collectively referred to as the "Parties."

BY CLICKING THE ACCEPT, ACCEPTANCE, OR SIGN UP BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE USER SHOULD NOT USE THE SITE OR USER MUST REQUEST TO HAVE THEIR USER PROFILE REMOVED AS A PUBLIC OR ACTIVE PROFILE. REQUESTS MUST BE MADE IN WRITING FROM USER USING THE CONTACT INFORMATION BELOW IN THIS TERMS & CONDITIONS. ADVISORBID WILL THEN IMMEDIATELY AND PROMPTLY CANCEL THIS TRANSACTION AND USER MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE THEREAFTER.

## **2. SERVICE TERMS AND LIMITATIONS**

### **Description**

The Service is proprietary to AdvisorBid and is protected by intellectual property laws and international intellectual property treaties. User's access to the Service is licensed and not sold. Subject to the timely payment of all Fees and the terms and limitations set forth in this Agreement, AdvisorBid agrees to provide User with a personal, non-transferable and non-exclusive account enabling User to access and use the Service.

### **Accessibility**

User agrees that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation:

- (i) equipment malfunctions;
- (ii) periodic maintenance procedures or repairs which AdvisorBid may undertake from time to time; or
- (iii) causes beyond the control of AdvisorBid or which are not reasonably foreseeable by Company.

### **Equipment**

User shall be solely responsible for providing, maintaining and ensuring compatibility with the Service, all hardware, software, electrical and other physical requirements for User's use of the Service, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Service.

**Please carefully read the following Terms of Use, and other "Legal" links, before using this website (the "Site"). By accessing this Site, you agree to be bound by these Terms of Use, as well as by the Privacy Policy. These Terms of Use may be updated from time to time. Accordingly, you should check the date of the "Legal" link and review any changes since the last version. If at any time you do not agree to these Terms of Use, please do not use this Site.**

## **3. COPYRIGHT AND TRADEMARK**

AdvisorBid, the AdvisorBid logo, and all trademarks and service marks listed or identified on the Website, are trademarks and service marks of AdvisorBid (collectively, the "Marks"). User is not granted any right to use AdvisorBid's Marks, and all such items remain the exclusive property of AdvisorBid. All material on the Website, including but not limited to, text, graphics, logos, images and other information (the "Content") is the sole property of AdvisorBid and is protected by United States and international copyright laws. Subject to these Terms of Use, AdvisorBid grants Users a non-exclusive, non-transferable, non-sublicensable, limited and revocable license to access, view, and interact with the Content on the Website. The Content may not be copied,

distributed, republished, uploaded, posted or transmitted in any way without the prior written consent of AdvisorBid, except that you may download, print, distribute and use pages from the Website for your own informational purposes and/or for the purposes of facilitating User's ability to meaningfully participate in the marketplace, provided that any copies of documents or pages from the Website must not alter the original Content and must include the AdvisorBid copyright notice: © 2015-2020 AdvisorBid. All rights reserved. Modification or use of the Content except as expressly provided herein is a violation of AdvisorBid's intellectual property rights.

#### **4. USE OF MATERIAL ON THE SITE**

All content on this Site (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof) is the exclusive property of and owned by AdvisorBid, its licensors or its content providers and is protected by copyright, trademark and other applicable laws. You may access, copy, download and print the material contained on the Site for your personal and non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears on the material you access, copy, download or print. Any other use of content on the Site, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the Site, or use of the Site for purposes competitive to us, is expressly prohibited. We reserve the right to refuse or cancel any person's registration for this Site, remove any person from this Site or prohibit any person from using this Site for any reason whatsoever. AdvisorBid solely, or its licensors or content providers where applicable, retain full and complete title to the material provided on the Site, including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in our sole discretion. We neither warrant nor represent that your use of materials on this Site will not infringe rights of third parties not affiliated with us.

You may not use contact information provided on the Site for unauthorized purposes, including marketing outside of the Site. You may not use any hardware or software intended to damage or interfere with the proper working of the Site or to surreptitiously intercept any system, data or personal information from the Site. You agree not to interrupt or attempt to interrupt the operation of the Site in any way, and if any hostnames are used as command and control points for botnets, we reserve the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion. We reserve the right, in our sole discretion, to limit or terminate your access to or use of the Site at any time without notice. You are personally liable for any orders that you place or charges or other liabilities that you incur prior to termination. Termination of your access or use will not waive or affect any other right or relief to which we may be entitled, at law or in equity.

#### **5. MATERIAL YOU SUBMIT**

You acknowledge that you are responsible for any material you may submit via the Site, including the legality, reliability, appropriateness, originality and copyright of any such material.

You may not upload to, distribute or otherwise publish through this Site any content that (i) is false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of spam. You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content.

If you do submit material, and unless we indicate otherwise, you grant AdvisorBid and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You grant AdvisorBid and its affiliates the right to use the name you submit in connection with such material, if we so choose. All personal information provided via this Site will be handled in accordance with the Site's online [Privacy Policy](#). You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify us and our affiliates for all claims resulting from content you supply.

## **6. CONDUCT ON THE SITE**

Some features that may be available on this Site require registration. By registering at and in consideration of your use of the Site, you agree to provide true, accurate, current and complete information about yourself.

Some features on this Site may require use of a password. You are responsible for protecting your password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your password. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your password, notify us immediately. We may assume that any communications we receive under your password have been made by you unless we receive notice otherwise.

You or third parties acting on your behalf are not allowed to frame this Site or use our proprietary marks as meta tags, without our written consent. You may not use frames or utilize framing techniques or technology to enclose any content included on the Site without our express written consent. Further, you may not utilize any Site content in any meta tags or any other "hidden text" techniques or technologies without our express written consent.

## **7. REGISTRATION AND MEMBERSHIP**

In order to start your ongoing membership, you must register as a member on our Website. To register you can simply provide the information required in our registration forms accessible through the Website. All information that you provide to us is subject to the Privacy Policy. Your membership may ask for certain information concerning you and your business that will be

displayed in public listings on our Website and viewable to the public and by users of our Website. When your profile is listed as anonymous, your User profile listing will not list your name, the name of your practice, or your contact information. If you click the “Express Interest” button on any company profile or throughout the website, regardless of whether or not your anonymity functionality is turned on or off, users of the Website from that company profile will be able to identify you based on the information viewable on your User listing and will also have access to your e-mail, city, state, AGR, AUM, affiliation and phone number to contact you outside of AdvisorBid. You agree that AdvisorBid shall not be liable for any damages caused by the information you provide for your User membership listing and/or that's viewable on our Website. You are solely responsible for keeping your registration and membership information up to date.

## **8. MEMBERSHIP TERMS**

As a member of the Services, you will receive access to the marketplace of professionals based on your membership plan. Different membership plans offer different access to the marketplace of professionals. The membership terms are as described in these Terms and Conditions, on the home page, Pricing page, and/or the membership and checkout pages of the Website. Contact us for details on ELITE vs. FREE pricing/membership plans. Note that any payment terms presented to you in the process of using or signing up for the Services are deemed part of this Terms and Conditions.

## **9. FREE TRIALS; PROMOTIONAL RATE**

Your membership may begin with a free trial or at a promotional rate. YOU MAY CANCEL YOUR MEMBERSHIP ANY TIME BEFORE THE END OF YOUR FREE TRIAL OR THE PROMOTIONAL PERIOD BY EMAILING YOUR REQUEST TO CANCEL TO [CONTACT@ADVISORBID.COM](mailto:CONTACT@ADVISORBID.COM) OR BY CLICKING THE “CANCEL” BUTTON FROM THE SUBSCRIPTIONS PAGE. IF YOU CHOOSE TO CONTINUE YOUR MEMBERSHIP AFTER THE END OF YOUR FREE TRIAL OR THE PROMOTIONAL PERIOD, YOUR FIRST PAYMENT WILL BE CHARGED AT THE THEN-CURRENT NON-PROMOTIONAL RATE AS PROVIDED ON THE WEBSITE. NO PRORATED REFUND OR ANY PORTION OF THE MEMBERSHIP OR SUBSCRIPTION FEE PAID WILL BE REFUNDED IF THE REQUEST FOR A REFUND OR CANCELATION IS MADE AFTER THE PROMOTIONAL PERIOD ENDS, EVEN IF THE REQUEST FOR A REFUND IS MADE AFTER A MEMBERSHIP CHARGE HAS TRANSPIRED AND IS ON THE SAME DAY AS THE MONTHLY OR ANNUAL MEMBERSHIP CHARGE.

## **10. AUTOMATIC RENEWAL; MEMBERSHIP CANCELATION POLICY**

As a member of the Services, you acknowledge and consent to being charged an annual recurring payment and you accept responsibility for all recurring charges prior to the cancellation of your membership to the Services. Your membership will be automatically renewed for successive one (1) year renewal periods at the then-current non-promotional rate.

YOU MAY CANCEL YOUR ONGOING MEMBERSHIP TO THE SERVICES BY EMAILING YOUR REQUEST TO CANCEL TO [CONTACT@ADVISORBID.COM](mailto:CONTACT@ADVISORBID.COM) OR BY CLICKING THE “CANCEL” BUTTON ON YOUR SUBSCRIPTIONS PAGE. ALL CANCELLATION REQUESTS THROUGH E-MAIL MUST EXPLICITLY MENTION THAT YOU WOULD LIKE TO CANCEL YOUR MEMBERSHIP. The day of the year that you start your membership is your anniversary date. Each membership automatically renews on the anniversary date following the end of the previous one (1) year period. You must notify us by emailing your request to cancel to [contact@advisorbid.com](mailto:contact@advisorbid.com) prior to the anniversary date following the end of the previous one (1) year period to cancel the following year’s membership. FOR ANNUAL MEMBERSHIPS, IF YOU DO NOT CANCEL PRIOR TO THE ANNIVERSARY DATE FOLLOWING THE END OF THE PREVIOUS ONE (1) YEAR PERIOD, YOU WILL BE CHARGED FOR RENEWING THE MEMBERSHIP. FOR MONTHLY MEMBERSHIPS, IF YOU DO NOT CANCEL PRIOR TO THE ANNIVERSARY DATE FOLLOWING THE END OF THE PREVIOUS ONE (1) MONTH PERIOD, YOU WILL BE CHARGED FOR RENEWING THE MEMBERSHIP. All cancellation requests received after the anniversary date following the end of the previous monthly or annual subscription period will apply to the following membership period.

EXCEPT AS REQUIRED BY LAW, NO PRORATED REFUND OR ANY PORTION OF THE SUBSCRIPTION AND/OR MEMBERSHIP FEE PAID FOR THE THEN-CURRENT MEMBERSHIP PERIOD WILL BE GIVEN, AND ALL PAYMENTS ARE NON-REFUNDABLE, INCLUDING FEES, TAXES AND OTHER CHARGES ASSOCIATED WITH SUBSCRIPTION OR MEMBERSHIP.

Each Buyer type of membership may only have one user and multiple users on the same Buyer type membership shall result in immediate termination of your membership. Company Membership Subscriptions may have multiple user admins.

AdvisorBid may terminate or suspend your User or Company membership, with or without notice or cause, for any reason, whatsoever. If your User or Company profile(s) are terminated or suspended, your user or company profile memberships will not be charged for future membership, whether monthly or annual.

## **11. BILLING AND PAYMENTS**

All information that you provide to us, including your credit card information, is subject to the Privacy Policy. If you have a membership to the Services, your credit card will automatically be charged by a third party payment service each year for your ongoing membership. For all other purchases, your credit card will be charged by a third party payment service who will transfer and deliver the funds to us at the time of purchase. For your convenience and continuous membership benefits as a member, if your payment method reaches its expiration date and you do not edit your credit card information or cancel your membership, you authorize us to continue billing that credit card on file including extending the expiration date until we are notified by you or the credit card company that the account is no longer valid. We encourage you to constantly

update your payment method information or cancel your membership should you wish to discontinue your membership. We are not responsible for any fees or charges your issuing bank or credit card provider may charge you.

AdvisorBid uses a third party payment service in lieu of directly processing your credit card information. By submitting your credit card information, you grant AdvisorBid the right to store and process your information with the third party payment service, which it may change from time to time; you agree that AdvisorBid will not be responsible for any failures of the third party payment service to adequately protect such information. All financial matters regarding your information are subject to the conditions of the third party payment service provider's terms of service. You acknowledge that we may change the third party payment service and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

## **12. SUCCESS FEES AND LEAD PROTECTION**

All AdvisorBid recruiting or acquiring type of company profiles, including company profiles with the category of “Broker-Dealer”, “RIA”, “OSJ”, “Hybrid” and “Clearing Firms/Custodians” agree to compensate AdvisorBid a negotiated success fee that supersedes the monthly or annual subscription once a success is achieved. In addition to these company profiles types, any User profile that acquires another advisor’s business and has started or activated their “Buyer” interest through the Buyer walkthrough will compensate AdvisorBid’s success fee. AdvisorBid will only invoice one success fee in the event that user has activated both a “Buyer” interest and is an admin of a recruiting type of company profile. If no negotiated success fee is signed outside of this Terms & Conditions prior to an advisor success, and user or company profile recruits or acquires an advisor through an advisor acquisition or transition, and when the advisor lead is originated and claimed by AdvisorBid, then AdvisorBid will then receive 0.5% of the advisor's trailing-12 month Annual Gross Revenue (AGR) each month for the proceeding 12 months, starting on the first of each month, following the advisor success when transitioning book of business or selling book of business to User or Company. Company or User is required to write to AdvisorBid in writing to [contact@advisorbid.com](mailto:contact@advisorbid.com) within ten (10) business days if lead IS NOT claimed by AdvisorBid or did not originate from AdvisorBid, including proof of such claim such as an e-mail correspondence with the lead of advisor that is less than three (3) months or less from the date the communication originated from AdvisorBid.

AdvisorBid is guaranteed lead protection for each advisor lead as follows:

- a) AdvisorBid initiates a lead protection period of a minimum of ninety (90) days from the time Prospect signs up to AdvisorBid website and connects, messages or follows Company, or Prospect is shared with Company by AdvisorBid, whichever comes first. This lead protection starts if the advisor Prospect has not been denied lead protection within ten (10) business days by Company (or User that has activated or started a “Buyer” interest) from AdvisorBid (the “Referral Date”).

- b) After Referral Date, Prospect remains protected as long as Prospect participates in a virtual conversation, phone conversation or face-to-face meeting with Company within ninety (90) days (“New Prospect Date”) from the time of Referral Date.
- c) The lead protection period will be extended 180 days from the New Prospect Date, and the lead protection period will be extended for an additional 180 days from the date of the last meaningful communication (the “Renewal Date”) after the New Prospect Date.
- d) Each (“Meaningful Communication”), as mentioned in this section, between Company and Prospect, are communications such as, however not limited to:
  - i) A virtual conversation, phone conversation or face-to-face meeting between the Prospect and Company’s representative,
  - ii) Prospect or Company’s authorized representative(s) messaging each other through AdvisorBid Software,
  - iii) Prospect or Company’s authorized representative(s) clicking on each others AdvisorBid user or company pages through AdvisorBid Software,
  - iv) Prospect clicking on an ad of Company through AdvisorBid Software, or
  - v) Prospect clicking on any link, post, page, event or information uploaded by Company or any of Company’s Admins [or authorized representative(s)] on AdvisorBid Software.

If in the event there is no negotiated success fee agreement signed outside of this Terms & Conditions that supersedes the Success Fee within this Terms & Conditions, and that Company (or User) does not compensate AdvisorBid for an advisor success as stated in this Success Fees section within thirty (30) days from Advisor Success, then AdvisorBid will charge Company (or User with “Buyer” interest started or activated) a late penalty equal to 0.5% of the trailing-12 month advisor’s Annual Gross Revenue (AGR), calculated from the proceeding 12 months of Advisor’s production from the transition or acquisition date, and also a 6% interest starting on the transition or acquisition success date until success fee is current with AdvisorBid.

AdvisorBid is free for all advisors looking to transition or sell a book of business, and for investors seeking to find a new financial advisor. ELITE functionality and pricing is subject to change, which is forward looking and will not affect already closed advisor deals or claimed advisors. AdvisorBid Success Fee applies for any advisor transition or acquisition success regardless of whether or not User or Company profile is paying for the ELITE User or Company functionality and membership pricing.



### **13. NO IMPLIED ENDORSEMENTS**

Unless specified otherwise, any reference to any third party or third party product or service shall not be construed as an approval or endorsement by AdvisorBid of that third party or of any product or service provided by that third party. Likewise, a link to any third party website or third party advertisement does not imply that we endorse or accept any responsibility for the content or use of such website. AdvisorBid does not endorse, warrant or guarantee any product or service offered by any third party through an online discussion medium accessible through this Website and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

### **14. URLS**

This Site may contain links to other sites, some of which are operated by us or our affiliates and others of which are operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. AdvisorBid is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites.

### **15. PARTNERS**

Advisor reserves the right to add additional partners or services to the Marketplace. AdvisorBid uses Stripe API for processing payments and sending invoices for advertising services rendered.

### **16. COMPANY USER ACCOUNTS**

Company user accounts on AdvisorBid must sign a separate recruiting or ambassador Agreement prior to Using the Recruiter or Ambassador dashboard or services of AdvisorBid, or enable access to the pipeline of advisors in transition (or, advisors in motion), or advisors looking to sell their book of business.

### **17. INFRINGEMENT NOTICE**

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, we will respond expeditiously to claims of copyright infringement committed using the Site that are reported to AdvisorBid's Designated Copyright Agent, identified below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the DMCA Notice of Alleged Infringement and delivering it to AdvisorBid's Designated Copyright Agent. Upon receipt of the Notice as described below,

we will take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged material from the Site.

In order for us to more effectively assist you, the notification must include ALL of the following:

1. a physical or electronic signature of the copyright owner or the person authorized to act on the owner's behalf;
2. a description of the copyrighted work you claim has been infringed;
3. information reasonably sufficient to locate the material in question on the Site;
4. your name, address, telephone number, e-mail address and all other information reasonably sufficient to permit us to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner.

We are under no obligation to post, forward, transmit, distribute or otherwise provide any material available on this Site, including material you provide to us, and so we have an absolute right to remove any material from the Site in our sole discretion at any time.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C.A. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

31735 Barrel Wave Way  
Wesley Chapel, FL 33545  
[contact@advisorbid.com](mailto:contact@advisorbid.com)

Your acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Website without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

## **18. DISCLAIMER OF USER SUCCESS**

AdvisorBid makes no guarantee, promise, or any other representation that User's use of the Services will lead to a purchase or transactions. Whether or not a User is able to receive an offer from a company, recruit advisor(s), or buy or sell a book of business is contingent upon numerous factors of which AdvisorBid has no control. AdvisorBid has no liability should User not be successful in transitioning, recruiting, selling or purchasing a book of business.

## **19. DISCLAIMER OF WARRANTIES**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT USER'S SOLE RISK. ADVISORBID DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES ADVISORBID MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. ADVISORBID MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

## **20. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless AdvisorBid and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Site and any violation of these Terms of Use. If you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. AdvisorBid reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with AdvisorBid in the defense of such matter.

## **21. DISCLAIMERS**

Your use of this site is at your sole risk. the site is provided on an "as is" and "as available" basis. we reserve the right to restrict or terminate your access to the site or any feature or part thereof at any time. AdvisorBid expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any warranties that materials on the site are noninfringing, as well as warranties implied from a course of performance or course of dealing; that access to the site will be uninterrupted or error-free; that the site will be secure; that the site or the server that makes the site available will be virus-free; or that information on the site will be complete, accurate or timely. if you download any materials from this site, you do so at your own discretion and risk. you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such materials. no advice or information, whether oral or written, obtained by you from AdvisorBid or through or from the site shall create any warranty of any kind. AdvisorBid does not make any warranties or representations regarding the use of the materials on this site in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. in certain jurisdictions, the law may not permit the disclaimer of warranties, so the above disclaimer may not apply to you.

## **22. LIMITATION OF LIABILITY**

You acknowledge and agree that you assume full responsibility for your use of the site. you acknowledge and agree that any information you send or receive during your use of the site may not be secure and may be intercepted by unauthorized parties. you acknowledge and agree that your use of the site is at your own risk and that the site is made available to you at no charge. recognizing such, you acknowledge and agree that, to the fullest extent permitted by applicable law, neither AdvisorBid nor its affiliates, suppliers or third party content providers will be liable for any direct, indirect, punitive, exemplary, incidental, special, consequential or other damages arising out of or in any way related to the site, or any other site you access through a link from this site or from any actions we take or fail to take as a result of communications you send to us, or the delay or inability to use the site, or for any information, products or services advertised in or obtained through the site, AdvisorBid's removal or deletion of any materials submitted or posted on its site, or otherwise arising out of the use of the site, whether based on contract, tort, strict liability or otherwise, even if AdvisorBid, its affiliates or any of its suppliers has been advised of the possibility of damages. this disclaimer applies, without limitation, to any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defects, delay in operation or transmission, computer viruses, file corruption, communication-line failure, network or system outage, your loss of profits, or theft, destruction, unauthorized access to, alteration of, loss or use of any record or data, and any other tangible or intangible loss. you specifically acknowledge and agree that AdvisorBid shall not be liable for any defamatory, offensive or illegal conduct of any user of the site. Your sole and exclusive remedy for any of the above claims or any dispute with AdvisorBid is to discontinue your use of the site. You and AdvisorBid agree that any cause of action arising out of or related to the site must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred. Some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, all or a portion of the above limitation may not apply to you.

### **23. JURISDICTION AND APPLICABLE LAW**

The laws of the State of Florida, without reference to conflict of law rules, govern these Terms of Use and your use of the Site, and you irrevocably consent to the jurisdiction of the courts located in the State of Florida for any action arising out of or relating to these Terms of Use. We recognize that it is possible for you to obtain access to this Site from any jurisdiction in the world, but we have no practical ability to prevent such access. This Site has been designed to comply with the laws of the State of Florida and of the United States. If any material on this Site, or your use of the Site, is contrary to the laws of the place where you are when you access it, the Site is not intended for you, and we ask you not to use the Site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

The content, material and information contained on the Website does not constitute an offer or solicitation and may not be treated as an offer or solicitation.

- 1 if the person making the offer or solicitation is not qualified to do so;
- 2 in any jurisdiction where such an offer or solicitation is against the law;
- 3 to anyone to whom it is unlawful to make such an offer or solicitation.

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YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

#### **24. PROHIBITED USES**

User is solely responsible for any and all acts and omissions that occur under User's account or password, and User agrees not to engage in unacceptable use of the Service, which includes, without limitation, use of the Service to:

- (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email;
- (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
- (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
- (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication;
- (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions;
- (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network;
- (g) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; or
- (h) engage in any other activity deemed by the AdvisorBid to be in conflict with the spirit or intent of this Agreement, or deemed by any and all applicable laws and/or regulations to be unlawful.

#### **25. TERMINATION**

AdvisorBid may terminate any User's or Company's membership or access to AdvisorBid Website or the Services, in AdvisorBid's sole discretion, for any reason and at any time, with or without prior notice. AdvisorBid's policy is to terminate users who violate these Terms of Service, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for any termination of your access to our Website or the Services.

## **26. DISPUTE RESOLUTION**

In the event of any claim, controversy or alleged dispute between you and AdvisorBid, its members or affiliates ("Dispute"), you hereby agree to attempt in good faith to amicably resolve any Dispute at least 30 days before instituting any legal proceeding. Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association ("AAA") to be held in Tampa, Florida before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all Disputes will be limited between you, individually, and AdvisorBid. To the full extent allowable by law, you agree that no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of AdvisorBid, be subject to binding arbitration: (1) any Dispute related to, or arising from allegations of criminal activity; (2) any Disputes concerning AdvisorBid' intellectual property rights; and (3) any claim for injunctive relief. All arbitration proceedings will take place in Tampa, Florida. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within Tampa, Florida. Each party hereby waives any claim that such venue is improper or inconvenient.

**ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY.**

**YOU ACKNOWLEDGE AND AGREE THAT ANY CLAIMS BROUGHT BY YOU AGAINST ADVISORBID MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION,**

OR REPRESENTATIVE PROCEEDING. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.

Further, unless both you and AdvisorBid agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

## **27. CHANGES TO THESE TERMS OF USE**

We reserve the right, in our sole discretion, to change these Terms of Use at any time by posting revised terms on the Site, whether in text or PDF form. It is your responsibility to check periodically for any changes we may make to these Terms of Use. Your continued use of this Site following the posting of changes to these Terms of Use or other policies means you accept the changes. The revised Terms of Use will take effect immediately upon their publication on this Site.

## **28. CONTACT**

You may contact us at [contact@advisorbid.com](mailto:contact@advisorbid.com).

## **YOUR CONSENT**

By using AdvisorBid, you consent to our web site Terms and Conditions.

*This policy was last modified on March 1 2021 (“Effective Date”)*