

Terms of Use

Please read the following Terms of Use (the "Terms of Use") carefully. These Terms of Use include an "**Arbitration Agreement and Class Action Waiver**" that require individual arbitration, waive the right to a judicial forum to resolve disputes, and waive the right to a jury trial. These Terms of Use govern your use of our Website, which include but are not limited to, www.unitedcp.com, www.unitedcp.com/finlife, joinunitedcapital.com, findyourmoneymind.com, app.honestconversations.com, mymoneycode.com, tradeoffs.unitedcp.com/tradeoffs, visionboard.unitedcp.com/vision_boards, trivia.unitedcp.com/trivia, unitedcp-md-event.com/, finlifepartners.com and www.flexscore.com (the "Websites"), any Mobile Applications associated with the Website (the "Mobile Applications"), or any associated Content (as defined below), material, or functionality contained on the Websites (the "Services" and, together with the Websites and Mobile Applications collectively, the "System"). The System is the property of the United Capital Financial Advisers, LLC ("United Capital" (as further defined below), "we", "us", or "our") and its licensors. By accessing, browsing, downloading, using, or registering to receive any Content or Services, you acknowledge that you have read and understood these Terms of Use and that you accept and agree to be bound by them in full. Any use of the System is at the sole risk of the user. References to "United Capital" in these Terms of Use shall include, as applicable, United Capital Advisers, LLC and all of its respective members, affiliates, subsidiaries, directors, officers, agents, and employees.

Changes to the Terms of Use

We may update these Terms of Use from time to time and may amend them at any time to incorporate additional terms specific to additional features, applications, opportunities, or services that we may make available on or through the System. All such updates and amendments are effective immediately upon notice thereof, which we may give by any means, including, but not limited to, by posting a revised version of these Terms of Use on the System, or providing other notice on the System. You should view these Terms of Use often to stay informed of changes that may affect you, as your continued use of the System signifies your continuing consent to be bound by these Terms of Use. We expressly reserve the right to make any changes to these Terms of Use, or to the System and its content, at any time.. The version of these Terms of Use posted on our Website on each respective date you visit the System shall be the Terms of Use applicable to your access and use of the System on that date. Our electronically or otherwise properly stored copies of these Terms of Use and the Privacy Policy shall be deemed to be the true, complete, valid, authentic, and enforceable copies of the version of the Terms of Use and the Privacy Policy which were in force on each respective date you visited the System.

Access and Use

In these Terms of Use, “you” and “your” refer to (a) you, the individual accessing the System, (b) any electronic agent accessing the System on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the System. You represent and agree that all information that you provide to United Capital in connection with your access to and use of the System is and shall be true, accurate, and complete, to the best of your knowledge, ability, and belief. We reserve the right to terminate these Terms of Use, or to refuse, restrict, or discontinue service or access to the System (or any portions, components, or features of the System) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability. Failure to comply with these Terms of Use may, among other things, result in the immediate termination of your access to and use of the System.

United Capital grants you a personal, non-exclusive, non-transferable, limited license to use the System and to view or access the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the System, the Services, or any other Content available via the System (including any Website or Mobile Applications contained therein). You further agree not to modify the System, or any part thereof, in any form or manner, nor to use any modified versions of the System or the Services, for any reason whatsoever, without the express written consent of United Capital. You may not attempt to gain any unauthorized access to the System or any of its associated Content, including computer systems, software, or networks. No commercial use or redistribution of any Content, materials, or information contained on or offered through the System or the Services is permitted, unless expressly specified in a prior agreement between you and United Capital.

As a condition of your use of the System (including the Services), you agree that you will not use the System for any purpose that is unlawful or prohibited by these Terms of Use. You also agree to reimburse us for any damage, loss, cost or expense we incur, including any legal fees, because of your use of the System or the Services for any unlawful or prohibited purpose.

Privacy Policy

The terms of the United Capital privacy policy (the “Privacy Policy”) also apply to your use of the System, and its terms are made a part of these Terms of Use by this reference. To view United Capital's Privacy Policy, please see [here](#). We encourage you to read and become familiar with our privacy practices, as described in the Privacy Policy.

No Unlawful or Prohibited Use

Any use or attempted use of the System (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the System; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by United Capital to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.

In addition, in connection with your use of the System, you agree you will not:

- (a) Upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (b) Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any United Capital representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (c) Upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (d) Upload files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- (f) Use any of the System's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- (g) Upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (h) Violate any applicable local, state, national or international law;
- (i) Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (j) Delete or revise any material posted by any other person or entity;
- (k) Probe, scan, test the vulnerability of or breach the authentication measures of, the System or any related networks or systems;

- (l) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services if you are not expressly authorized by such party to do so;
- (m) Harvest or otherwise collect information about others, including e-mail addresses; or
- (n) Use any robot, spider, scraper, or other automated or manual means to access the System, or copy any Content or information on the System.

United Capital reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a user's access and/or account. United Capital may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, United Capital reserves the right at all times to disclose any information as United Capital deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in United Capital's sole discretion. You also agree to reimburse United Capital for any damage, loss, cost or expense United Capital incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the System for any unlawful or prohibited purpose.

Any information, communications, or material of any type or nature that you submit to the System (or to any of our pages on a social media platform or other website) by e-mail, posting, messaging, uploading, downloading, or otherwise (collectively, a "Submission") is done at your own risk, as permitted by law.. United Capital does not own any Submissions provided via the System. However, by inputting/submitted such Submissions you are granting United Capital a nonexclusive, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any way now known or in the future discovered, such Submissions (or any Content or materials contained therein). All Submissions inputted/submitted by you is at your own risk and you hereby represent and warrant that you have the full legal right to so use such Submissions and that they, and any Content or material contained therein, are not confidential or proprietary to any third party, nor are you using it in violation of any law or contractual restriction.

United Capital neither actively monitors general use of the System under normal circumstances, nor exercises editorial control over any Submissions. However, United Capital does reserve the right to monitor such Submissions or other use at any time as it deems appropriate and to remove any materials that, in United Capital's sole discretion, may be illegal, may subject United Capital to liability, may violate these

Terms of Use, or are, in the sole discretion of United Capital, inconsistent with United Capital's purpose for the System.

Accounts, Passwords, and Security

Certain features or services offered on or through the Website may require you to open an account (including establishing a login ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your login ID and password, and for any and all activity that occurs under your account or login ID. You agree to notify United Capital immediately upon learning of any unauthorized use of your account, login ID, or password or any other breach of security. However, you may be held liable for losses incurred by United Capital or any other user of or visitor to the Website due to another person using your account, login ID, or password.

You may not use any other user's account, login ID, or password at any time without the express permission and consent of the holder of that account, login ID, or password. United Capital cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Proprietary Content

United Capital respects the intellectual property rights of others and expects you to do the same. We have expended substantial time, effort and funds to create the System and to collect and provide the features, materials, opportunities, and services that are available on or through the System. You understand and agree that United Capital owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the System and the features, materials, opportunities, and services made available on or through the System, and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the "Content") as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Content. You acknowledge that the Content constitutes valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest by accessing and using the System and the Content. Such intellectual property and proprietary rights may include, but are not limited to, various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection, and trade secrets, and all such rights are and shall remain the property of United Capital or its licensors and content-providers. For the avoidance of doubt, "Content" does not include any Third Party Materials (as defined below) or any features, opportunities, or services made available through the Linked Websites.

Except as expressly provided in these Terms of Use, no part of the System or the Services, and no Content, materials, or other information on the System or the Services, may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or via any other medium for publication or distribution, or for any commercial enterprise without United Capital's express prior written consent.

The posting of information or other materials or Content on the System by United Capital does not constitute a waiver of any proprietary right in such information, materials, or Content (such as, but not limited to, copyright, patent, trademark, or other intellectual property rights) and does not transfer any rights to a user of the System or to any other third party, except as expressly provided herein.

Disclaimer of Warranties

United Capital does not promise, covenant, represent, warrant, or guarantee that you or any other user of the System will obtain any particular or tangible result or goal through the use of the System, or obtain any other product or service in connection with use of the System. It is solely your responsibility to take appropriate precautions to ensure that any information, materials, software, or data that you submit to or through the System or United Capital, or that you access, use, download, or otherwise obtain on or through the System or United Capital, are: (a) up-to-date, accurate, complete, reliable, truthful, and suitable to and appropriate for the purpose for which they are intended; and (b) free of viruses and other disabling devices and destructive routines.

THE INFORMATION, SOFTWARE, CONTENT, SERVICES, OR MATERIALS AVAILABLE FROM OR PROVIDED ON THE SYSTEM OR VIA THE SERVICES, IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF UNITED CAPITAL SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK.

UNITED CAPITAL AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM, CONTENT OR ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THE SYSTEM OR THROUGH UNITED CAPITAL ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND THE CONTENT, MATERIALS, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THE SYSTEM AND THROUGH UNITED CAPITAL ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. UNITED CAPITAL PERIODICALLY

AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, UNITED CAPITAL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES. UNITED CAPITAL SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM. NO ADVICE AND/OR INFORMATION, WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM UNITED CAPITAL OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

Limitation of Liability

IN NO EVENT SHALL UNITED CAPITAL OR ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OF, OR RELIANCE ON, THE SYSTEM, THE CONTENT, OR THE CONTENT, MATERIALS, AND SERVICES ACCESSIBLE ON OR THROUGH THE SYSTEM OR THROUGH UNITED CAPITAL; (B) THE USE, COPYING, OR DISPLAY OF THE SYSTEM OR THE CONTENT OR THE TRANSMISSION OF INFORMATION TO OR FROM THE SYSTEM OVER THE INTERNET; (C) UNITED CAPITAL'S PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS OF USE; (D) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT BY YOU, OTHER USERS OF THE SYSTEM, OR OTHER THIRD PARTIES; (E) YOUR PURCHASE AND USE OF ANY GOODS OR SERVICES PROVIDED BY UNITED CAPITAL OR ANY THIRD PARTY; OR (F) THE AVAILABILITY, RELIABILITY, ACCURACY, TIMELINESS, OR QUALITY OF ANY SERVICES OFFERED, MADE AVAILABLE, PROVIDED, OR ACCEPTED BY YOU OR ANY THIRD PARTY, IN CONNECTION WITH THE SYSTEM OR ITS USE. UNDER NO CIRCUMSTANCES SHALL UNITED CAPITAL, OR ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, OR THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, THE SERVICES, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (F) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL OF UNITED CAPITAL, EVEN IF UNITED CAPITAL WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF UNITED CAPITAL AND ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF UNITED CAPITAL, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, OR OTHER SIMILAR ENTITIES, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, OR THE USE OF THE SYSTEM, UNITED CAPITAL AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

DESCRIPTIONS OF OR REFERENCES TO PRODUCTS, SERVICES, OR PUBLICATIONS ON THE SYSTEM DO NOT IMPLY ENDORSEMENT OF THAT PRODUCT, SERVICE, OR PUBLICATION. UNITED CAPITAL MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER INCLUDED HEREIN OR THE PRODUCTS LISTED HEREIN. UNITED CAPITAL SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED, IMPLIED, OR OTHERWISE.

UNITED CAPITAL reserves the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to the System, or any portion of the System, for any reason; (ii) modify or change the System, or any portion of the System, and any applicable policies or terms; and (iii) interrupt the operation of the System, or any portion of the System, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

Indemnification

You agree to indemnify, defend and hold United Capital harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost, and expense (including attorneys' fees), brought by any third party in connection with or arising out of Content, data, or information that you submit, post to, or transmit through the System or United Capital, your access to and use of the Content, the System, and other materials, products, and services available on or through the System and United Capital, your violation of these Terms of Use, or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

Typographical Errors

The System could include technical inaccuracies or typographical errors. United Capital shall have no liability in connection with any such inaccuracies or errors, nor shall United Capital have any obligation to identify and/or correct any such inaccuracies or errors.

Viruses

All responsibility or liability for any damages caused by viruses, malware, disabling or malicious code contained within the electronic files or on the System is disclaimed.

Links to Other Websites

For your convenience, certain hyperlinks may be provided on the System that link to other websites which are not under the control of United Capital (the "Linked Websites"). United Capital does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, Content, or any other aspect of the Linked Websites. United Capital disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of other websites and any purchases of products or services from such other websites are subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against United Capital arising from or based upon any such use of other websites (including the Linked Websites). Hyperlinks to such Linked Websites on the System do not imply that: (a) United Capital is affiliated or associated with any Linked Website; (b) United Capital is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of United Capital.

Links to the Website

Without our express, prior, written permission, it is expressly prohibited to: (a) "frame" the Website or any Content or otherwise cause the Website or any Content to appear in a window with any other material that does not constitute Content; (b) cause the hyperlink to the Website, or the Website or any Content, to be displayed in any way that is disparaging to United Capital or any entity that is affiliated or associated with United Capital; or (c) otherwise imply or state that any type of relationship or special arrangements exist with United Capital and any other entity. You agree that you will promptly remove any hyperlink to the Website upon the written request of United Capital. In no event will you use any logo or trademark of United Capital as a hyperlink "button", or in any other manner, without United Capital's express written consent.

Disclaimer of Third Party Information

To the extent that any information, material, or functionality on the System is provided by third party content-providers ("Third Party Materials"), United Capital has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable

third party suppliers. United Capital does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party (including any Submissions), or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with United Capital.

General

These Terms of Use and the applicable Privacy Policy referenced herein (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the System and the Content. You agree that you shall not contest the admissibility or enforceability of United Capital copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use, including in any judicial action seeking to compel individual arbitration or for preliminary injunctive relief in aid of arbitration, in any individual arbitration proceeding to resolve any disputes of the parties as addressed in the "**Arbitration Agreement and Class Action Waiver**" below, and in any judicial proceeding to confirm any arbitral award. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and United Capital. United Capital may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the prior written consent of United Capital. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the System and any other jurisdiction whose laws apply to you or your actions. You agree that you will not access or use the System, the Content, or any other information or materials on the System in violation of the aforementioned laws or these Terms of Use.

To the extent any portion of these Terms of Use shall be determined to be unenforceable, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect, with one exception: in the event the provisions of the "**Arbitration Agreement and Class Action Waiver**" barring any type of class action, collective action, or other representative proceeding are determined to be unenforceable, then the parties' arbitration agreement will be unenforceable. In no event will the parties participate in a class arbitration, a collective arbitration, or any other representative proceeding in arbitration. Any waiver of any provisions contained in these Terms of Use by United Capital shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Any rights not expressly granted herein are reserved.

You agree that any violation, or threatened violation, by you of these Terms of Use, or the referenced Privacy Policy, constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary

damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity. You agree we may ask a court for preliminary injunctive relief in aid of arbitration without waiving our right to individual arbitration of any and all disputes arising under these Terms or Use or the Privacy Policy.

Arbitration Agreement and Class Action Waiver

THE FOLLOWING ARBITRATION PROVISIONS SIGNIFICANTLY AFFECT YOUR RIGHTS IN ANY DISPUTE WITH US. PLEASE READ THE FOLLOWING DISCLOSURES AND THE ARBITRATION AGREEMENT THAT FOLLOWS CAREFULLY BEFORE YOU ACCESS ANY OTHER PART OF THE SITE OR UTILIZE ANY OF THE SERVICES.

Waiver of Judicial Rights. Either you or we may choose to resolve any dispute between us in individual arbitration and not in court. **THIS MEANS THAT IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL.** In arbitration, parties usually have fewer discovery rights and far more limited grounds for review of the arbitration award.

Class Action Waiver. You agree to give up any right you may have to bring a class-action lawsuit or class arbitration, or to participate in a class-action lawsuit or class arbitration as a claimant or class member. You also agree not to participate in any collective action or arbitration, or in any other representative proceeding in litigation or in arbitration (including any private attorney general action). In the event any aspect of this Class Action Waiver is determined not to be enforceable, then this Arbitration Agreement will be unenforceable. **IN NO EVENT WILL THE PARTIES PARTICIPATE IN A CLASS ARBITRATION, A COLLECTIVE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING IN ARBITRATION.**

Claims Encompassed by this Arbitration Agreement and Class Action Waiver. Any claim or dispute, whether in contract, tort, or otherwise, between you or us or any of our employees, agents, successors or assigns, which arises out of or relates in any way to these Terms of Use, the Privacy Policy, or any resulting transaction or relationship arising out of you use of this website or any of the products or services provided through this website shall, at the election of either you or us, be resolved by individual arbitration and not by a court action. Any claim or dispute must be arbitrated on an individual basis and not on a class, collective, or other representative basis.

Who Decides Whether a Dispute Falls Within this Arbitration Agreement? If you or we choose arbitration, we also agree to arbitrate whether any particular individual claim must be arbitrated and whether this Arbitration Agreement is enforceable as between us. In other words, the arbitrator will resolve any individual disputes as to arbitrability or enforceability. Even if you or we choose arbitration, a court must resolve any challenge to the Class Action Waiver or any other attempt to prosecute in arbitration any class claim, collective action, or other representative proceeding. In other words, a court will determine the enforceability of the Class Action Waiver to which the parties have agreed.

Governing Law: The Federal Arbitration Act ("FAA") and federal law interpreting the FAA governs the enforcement and interpretation of this Arbitration Agreement and Class Action Waiver. The remainder of the Terms of Use and the Privacy Policy shall be governed by and construed under the laws of the State of California, without regard to its conflict of law rules.

Arbitration Rules and Procedure: Any arbitration will be administered by the American Arbitration Associate ("AAA") in accordance with the AAA's Commercial Arbitration Rules and, as applicable, the AAA's Consumer Arbitration Rules (both available at www.adr.org), except that the parties' selection of these Rules does not authorize the arbitrator to determine the enforceability of the Class Action Waiver or decide whether the Arbitration Agreement allows class arbitration. The parties do not agree to application of the AAA's Supplementary Rules for Class Arbitration and do not agree to any form of class arbitration. If an in-person arbitration hearing is necessary, it will be held within the federal judicial district in which you reside (or, if you reside outside the United States, in Orange County, California).

Right to Seek Preliminary Injunctive Relief in Aid of Arbitration: Although you or we may choose to resolve any dispute through binding arbitration, you and we still have the right to seek preliminary injunctive relief from a court of competent jurisdiction to protect the parties' rights pending arbitration. A party's request to a court for injunctive relief in aid of arbitration shall not be deemed a waiver of that party's right to choose to resolve the dispute through arbitration.

Enforcement of the Arbitration Award: Any court with jurisdiction over the parties may enforce the arbitrator's award.

Contact Us

United Capital welcomes any comments or questions you may have regarding these Terms of Use or the System. Please send any comments or questions submitted please contact us at:

finlife.support@unitedcp.com

1 (800) 796-3315

Hours of Operation: 7:00 A.M. to 7:00 P.M. CT

620 Newport Center Drive

Suite 500

Newport Beach, CA 92660

These Terms of Use were last updated on August 1, 2016. Please check back periodically for updates and changes.