

FII MARKETING, LLC TERMS OF SERVICE

These terms of service (these “**Terms of Service**”) govern your relationship with Financial Innovations, Inc., d/b/a FII Marketing and FII’s creation of a “Zero Inventory Store” website, including any subdomains, as well as any online virtual properties FII owns or maintains, including without limitation websites and webpages, mobile applications, mobile websites, social media channels and other online-based informational services operated by FII (collectively referred to as the “**Site**”) for you.

The term “**Services**” shall mean FII’s creation and operation of a “Zero Inventory” e-commerce store for you. For purposes of these Terms of Service, “FII,” “Company,” “we,” “us” and “our” refer to Financial Innovations, Inc. “You,” “Your” and “Client” refer to you, as a client; each of FII and You a “Party” and collectively the “Parties”

FII reserves the right to change these Terms of Service from time to time for any reason, which shall be effected by posting of the updated Terms of Service on the Site; provided that any such changes shall only apply to the Site or the Services after the date of such change, unless you expressly accept retroactive application of such changes, via click-through, a signed agreement or otherwise. Access to the Site, and use of the Services are subject to these Terms of Service and the FII Privacy Policy available on the Site, which is incorporated herein.

These Terms of Service establish the terms, conditions, rights, and responsibilities of You and FII relating to the creation and operation of the Site and provision of the Services. To have FII create the Site, You must accept these Terms of Service and pay the Initial Price (as defined below). If you do not accept this Agreement, a Site will not be made for you and you will have no right to the Services.

1. Pricing.

a. Initial Price. The initial price for the Services shall be a one-time upfront charge of Two Hundred Ninety-Nine (\$299.00) Dollars (the “**Initial Price**”). The Initial Price shall be for the basic UI included with the “Zero Inventory” store. Any additional programming requested by you will incur additional charges, which shall be mutually agreed upon in writing by the Parties prior to implementation.

b. Revenue from Sales. Upon or Before acceptance of these Terms of Service, FII will provide you a cost breakdown of the products listed above (the “**FII Price**”). You will have the ability to set the total price of the Goods (as defined below) offered to your customers (the “**Sales Price**”). When a product sells, FII will retain the FII Price and will forward to you the difference between the Sales Price and FII Price (the “**Client’s Share**”) in accordance with Section 4 hereof. For example, if the FII Price of a shirt is \$15.00 and you decide to set the Sales Price at \$25.00, in the event that shirt sells to a customer, FII will retain \$15.00 of the Sales Price and forward you the remaining \$10.00 as the Client’s Share as provided in Section 3 below.

2. Content.

a. Generally. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to you to use the Site, unless you have received our prior written permission.

b. Accuracy; Authority. If you choose to provide Content, you agree that you will provide accurate, complete and up to date Content to FII. You hereby represent and warrant that (i) you are the sole owner of the Content and that you have an unrestricted right and authority to use, copy, distribute and license the Content to FII and (ii) there are no pending or threatened lawsuits, claims, or demands involving, arising from or relating to your Content.

c. Liability. FII shall not be responsible or liable for the conduct of users or for views, opinions and statements expressed in Content submitted for display through the Site. FII does not prescreen Content submitted to our Services. With respect to such Content posted on or through the Site, FII acts as a passive conduit for such distribution and is not responsible for such Content. Any opinions, advice, statements, services, offers or other information in the Services provided by you are those of the respective author(s) or distributor(s) and not of FII. FII neither endorses nor guarantees the accuracy, completeness, or usefulness of any such Content. You are responsible for ensuring that Content submitted to the Site is not provided in violation of any copyright, trade secret or other intellectual property or ownership rights of another person or entity or of any applicable law. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of Content to the Site.

d. Monitoring. FII has the right, but not the obligation, to monitor Content to determine compliance with these Terms of Service and any other applicable rules that FII may establish from time to time. Without limiting the foregoing, FII has the right to remove any material that FII, in its sole discretion, finds to be in violation of these Terms of Service or otherwise objectionable, and you are solely responsible for the Content posted on or through our Site.

The term “**Content**” means all information, text, logos, images, designs, data, trademarks, links, other material or intellectual property provided by you to FII for performance of the Services.

3. Reporting; Payments.

On or before the fifteenth (15th) day of each calendar month, FII shall supply you with a sales report (a “**Report**”) detailing all sales and transactions processed in the prior calendar month. The Report will list all Goods purchased and shipped during the calendar month by item and provide you with a calculation of the Client’s Share for all Goods sold. The Report will also provide you with a customer list you can use in connection with further marketing and merchandizing of the Goods. Any returns or replacement products approved by you in accordance with Section 10(c) hereof will be deducted from the Client’s Share in accordance with the terms hereof. The final Client’s Share, after taking into account returns and replacements, will be remitted to you in check form at the same time you receive the Report.

4. Indemnification.

By using our Services, you agree to indemnify, hold harmless and defend FII and its officers, directors, employees and agents from any claims, damages, losses, liabilities and all costs and expenses of defense, including but not limited to attorneys’ fees, resulting directly or indirectly from a claim by a third party that arises in connection with the Site’s use of the Content and/or any breach of your representations and warranties.

5. Intellectual Property Rights.

You agree and acknowledge that the structure, organization and code used in conjunction with the Site and Services are proprietary to FII. You shall not, and shall not permit any person or entity to: (i) alter,

enhance or make derivative works of the Site or Services; or (ii) reverse engineer, reverse assemble or decompile or otherwise attempt to derive source code from the Site or any software component of the Site.

FII does not and will not claim nor represent ownership of the Content under these Terms of Service, however, Content posted through the Site may be made publicly accessible through our Site. By submitting such Content, you grant FII a world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, adapt, and display such Content only within the terms of this agreement or as otherwise agreed to by Client. This license shall remain in effect until FII deletes the Content from its systems.

6. Representations and Warranties.

In addition to any other representations and warranties set forth in these Terms of Service, you hereby represent and warrant to FII, and FII hereby represents and warrants to you, that: (1) each Party has full power and authority to enter into and perform these Terms of Service; (2) the execution of these Terms of Service and performance of each Party's obligations will not breach, or materially conflict with, any other agreement to which either Party is bound; and (3) each Party understands and agrees that these Terms of Service are a legal, valid, and binding obligation enforceable by law according to its terms and conditions.

7. Disclaimer.

FII DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON OUR SITE IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR SENDING AUTOMATED EMAILS OR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER FII NOR ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT BETWEEN USERS OF THE SITE. FII AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU OR YOUR CUSTOMERS WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

8. Limitation of Liability.

(a) *Disclaimer.* IN NO EVENT SHALL FII BE LIABLE TO YOU, ANY OTHER USER OF OUR SERVICES, SUBSCRIBERS, CUSTOMERS OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE SERVICES, CONTENT OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF FII HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST FII MORE THAN ONE YEAR AFTER THE

RELATED CAUSE OF ACTION HAS ACCRUED. THE TOTAL LIABILITY OF FII TO YOU AND/OR ANY OTHER PARTY FROM ANY LAWSUIT OR CLAIM SHALL NOT EXCEED \$500. THE EXISTENCE OF MULTIPLE CLAIMS RELATED TO THE SAME ISSUE SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

(b) *Waiver of Class Action.* ANY CLAIMS BROUGHT BY YOU OR FII MUST BE BROUGHT IN THAT PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIMS RELATED TO THESE TERMS OF SERVICE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

9. Customer Interactions.

a. *Customer Service.* The Site, and all interactions with customers, shall be operated, undertaken and maintained solely by FII. FII will provide up to three (3) hours of customer service per month (the "**Customer Service Limit**") to either you or your customers. Customer service requests shall be addressed as set forth by FII on the Site from time to time. In the event either you or your customers exceed the Customer Service Limit, you will be charged three (\$3.00) dollars per customer service request for the remainder of such calendar month.

b. *Production; Distribution.* FII shall process and ship any orders received by your customers within two (2) business days of such customer's order. If FII is incapable of processing an order within two (2) business days due to increased demand or lack of inventory, FII shall notify you within one (1) business day and make an appropriate notification on the Site designed for you. Products created using the Content ("**Goods**") will be produced and shipped from FII's production facility in Worcester, MA at the then current published shipping rates as set forth on the website from time to time. Goods will be shipped using the US Postal Service or the United Parcel Service.

c. *Returns.* Due to the fact that FII produces Goods on demand upon customer orders, FII will only accept returns that are a direct result of a production error. You may accept all other returns from your customers, which will be shipped directly to, and dealt with solely by, you. Any refunds or replacement products will be charged to you and deducted from Client's Share.

10. Jurisdictional Issues.

We make no representation that information on the Site will be appropriate or available for use outside the United States. Those who choose to access the Site from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws.

11. Termination.

Either Party may terminate these Terms of Service at any time, for any reason whatsoever, by providing thirty (30) days written notice to the other Party. At the expiration of such thirty (30) day period, FII shall cause the Site designed for you to be taken down. From time to time, FII may need to, in its sole discretion, invest in small inventories of production materials (transfers, etc.) to stock the store. In the event you terminate these Terms of Service, FII will remit to you the remaining production materials and invoice you for the cost therefore, which cost shall not exceed five hundred (\$500.00) dollars.

12. Unsolicited Ideas and Feedback.

While we welcome your feedback, ideas and suggestions, it is important to be aware of the

following restrictions. If you send us feedback, ideas or suggestions (collectively, “**Unsolicited Ideas**”), you agree that: (1) your Unsolicited Ideas become the property of FII and you are not owed any compensation in exchange; (2) none of the Unsolicited Ideas contain confidential or proprietary information of any third party; (3) FII may use or redistribute Unsolicited Ideas for any purpose and in any way; (4) there is no obligation for FII to review your Unsolicited Ideas; and (5) FII has no obligation to keep any Unsolicited Ideas confidential.

13. Governing Law; Dispute Resolution.

These Terms of Service shall be governed exclusively by and construed in accordance with the laws of the State of Rhode Island without resort to conflict of laws rules. All disputes arising out of or relating to these Terms of Service shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Providence, Rhode Island, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association (AAA). You and FII shall appoint as sole arbitrator a person mutually agreed by you and FII or, if you and FII cannot agree within thirty (30) days of either Party’s request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either Party. The Parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys’ fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both Parties and enforceable in any court of competent jurisdiction.

14. Miscellaneous.

You may not assign or transfer your rights or obligations under these Terms of Service in whole or in part to any third party without the consent of FII. Notwithstanding the foregoing sentence, you shall be permitted to assign your rights to payments hereunder to a third-party, provided, that, you give FII prompt written notice of which third-party is being designated to receive such payments. These Terms of Service shall bind and inure to the benefit of the parties to these Terms of Service and their respective successors, permitted transferees, and permitted assigns. FII and you are independent contractors and are not partners, joint venturers, agents, employees or representatives of the other party. These Terms of Service contain the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written) other than any click-through or end user license agreement provided by FII or any subscriber agreement, and cannot be amended except by a writing signed by both parties or by FII’s posting of an amended version of these Terms of Service on its Site. The headings and captions used in these Terms of Service are used for convenience only and are not to be considered in construing or interpreting these Terms of Service. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Add appropriate signature blocks or ensure these terms of service are incorporated into the formal contract for services.