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# Privacy

The Company's Privacy Policy (link to privacy policy) is incorporated into these Terms of Use. By accepting these Terms of Use, you agree to the collection, use, and sharing of your information through the Services in accordance with the Privacy Policy.

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#### **Electronic Communications**

When you use the Service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

#### Conduct

By using the Services, you agree that you will not do any of the following:

Restrict or inhibit any other user from using and enjoying the Services; or

Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation, the U.S. export control laws and regulations; or

Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by the Company) or engage in spamming or flooding; or

Post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component; or

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Services for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); or

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the site which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.

The Company has no obligation to monitor the Services. However, you acknowledge and agree that the Company has the right to monitor the Services electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. The Company will not intentionally monitor or disclose any private electronic-mail message unless required by law. The Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms of Use.

#### Registration Data: Account Security

If you register for an account on the Services, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Services ("Registration Data"); (b) maintain the security of your user name and password; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to the Company. You are responsible for all activity on your Your Weekly Reports account, and for all charges incurred by your Your Financial Records account. If any information provided by you is untrue, inaccurate, not current or incomplete, Your Financial Records has the right to terminate your account and refuse any and all current or future use of the Service. You agree not to resell or transfer the Service or use of or access to the Service.

#### Disclaimer of Warranties

Your use of the Service, including any software and content contained therein, is entirely at your own risk. THE SERVICE IS PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES. EITHER EXPRESS OR IMPLIED. INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN WAY GIVE RISE TO A WARRANTY. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICE REMAINS WITH RECIPIENT. YOUR FINANCIAL RECORDS DOES NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR QUALITY OF ANY CONTENT ON THE SERVICE, REGARDLESS OF WHO ORIGINATES THAT CONTENT. YOUR FINANCIAL RECORDS DOES NOT WARRANT THAT THE SERVICE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION OR THAT THE SITE WILL MEET YOUR REQUIREMENTS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THE SERVICE. YOUR FINANCIAL RECORDS IS NOT LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY CONTENT POSTED ON OR LINKED FROM THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN CONTENT, OR FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY CONTENT. RECIPIENT IS ADVISED TO SAFEGUARD IMPORTANT DATA. TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SERVICE AND/OR ACCOMPANYING MATERIALS.

## Limitation of Liability

THE ENTIRE CUMULATIVE LIABILITY OF YOUR FINANCIAL RECORDS AND ITS SUPPLIERS FOR ALL MATTERS ARISING FROM OR RELATING TO THESE TERMS OF USE SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE RELATED SERVICES PURCHASED FROM THE COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR LOSS OF USE, LOST PROFIT, COST OF COVER, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, HOWEVER CAUSED AND

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Links

The Service may contain links to websites, applications or other products or services operated by other companies ("Third Party Platforms"). The Company does not endorse, monitor or have any control over these Third-Party Platforms, which have separate terms of use and privacy policies. The Company is not responsible for the content or policies of Third Party Platforms and you access such Third-Party Platforms at your own risk.

## Third Party Services

In connection with your use of the Service, you may be made aware of services, products, offers and promotions provided by third parties, and not by Your Financial Records. If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party, and not Your Financial Records, is responsible for the performance of the Third-Party Services. (remove if inapplicable)

# Banking, Billing or Other Online Services

Access to online banking, online payment, and any other services available through the Service is provided by your financial institution and not Your Financial Records. You agree not to hold the Company liable for any loss or damage of any sort incurred as a result of any such dealings with any services provided by your financial institution. Your access may be limited from time to time, depending on the service provided by your internet service provider or your financial institution. You may be billed for these online services by your financial institution, not Your Financial Records, and such financial institution may have its own service agreement which will govern the online services it provides. You agree to be responsible for all charges associated with your internet and online service usage. (applicable?)

# Eligibility

This Service is intended solely for users who are thirteen (13) years of age or older and it is a violation of these Terms of Use for anyone under 13 to register for the Service. You represent and warrant that you are 13 or older. Your account may be deleted without warning if you misrepresent your age, whether older or younger.

## Feedback

Your Financial Records may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its software and services ("Feedback"). You agree that Your Financial Records may, in its sole discretion, use the Feedback you provide to Your Financial Records in any way, including in future modifications of the Service, multimedia works and/or advertising and promotional materials relating thereto. You hereby waive any rights you may have to the Feedback (including any copyrights or moral rights). If you send an e-mail to use or fill out any form through our mobile applications, we may collect your e-mail, phone number, and the full content of the message you provide, including attached files and other information you provide (collectively "Feedback Information"). All Feedback Information collected will be treated in accordance with our Privacy Policy. If you provide Feedback Information to us, we may use and disclose such information for any purpose, except we will not associate the Feedback Information with your personal information, such as name, e-mail, and phone number. You agree that any Feedback Information that you provide in an e-mail or form becomes our property. We may use this Feedback Information for marketing purposes or to add, modify, or improve our mobile application or services without paying any royalties or other compensation to you. We may use your e-mail or phone number to contact you regarding the content of your message to us. You may indicate your preference not to be contacted by us, and we will respect this preference.

## Dispute Resolution

You agree that this Service, Terms of Use, Privacy Policy and any dispute between you and the Company shall be governed in all respects by Wisconsin law, without regard to choose of law provisions or conflicts of law principles that would require application of law of a different jurisdiction, and applicable federal law. Except where prohibited, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to this Service shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Dane County, Wisconsin.

You consent to waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Dane County, Wisconsin. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises.

#### Severability

If any provision in these Terms of Use is held invalid, the remainder of these Terms of Use shall continue to be enforceable. If any provision in these Terms of Use is deemed unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use and the remaining provisions are still valid and enforceable.

#### **Termination and Amendment**

Your privilege to use or access the Service may be terminated by the Company immediately and without notice if you fail to comply with any term or condition of the Terms of Use. Upon such termination, you must immediately cease accessing or using the Service and agree not to re-register or otherwise make use of the Service. Furthermore, you acknowledge that the Company reserves the right to take action - technical, legal or otherwise - to block, nullify or deny your ability to access the Service. You understand that the Company may exercise this right in its sole discretion.

The Company reserves the right, in its sole discretion, at any time and from time to time to change, modify or discontinue, temporarily or permanently, the Service (or any part thereof). The Company shall not be liable to you or other third party for any such modification, suspension or discontinuance except as expressly provided herein.

You agree to defend, indemnify and hold the Company and its affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Service or the placement or transmission of any message, information, software or other materials through the Service by you or users of your account or related to any violation of these Terms of Use by you or users of your account.

## Miscellaneous

Except as expressly set forth in these Terms, these Terms of Use are a complete statement of the agreement between you and the Company, and set forth the entire liability of the Company and its Licensors and your exclusive remedy with respect to your access and use of the Site. In the event of a conflict between these Terms of Use and the Privacy Policy, these Terms of Use shall prevail. Any waiver of the terms, herein by the Company must be in a writing signed by an authorized officer of the Company and expressly referencing the applicable provisions of the Terms of Use.

# Ownership; Intellectual Property

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