

WEBSITE TERMS AND CONDITIONS

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and FinGuard Compliance, LLC ("Company," "we," "us," or "our"), governing your access to and use of our website located at www.finguardcompliance.com (the "Site") and any related content, features, or services made available therein.

By visiting, browsing, or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. These Terms apply to all visitors, prospective clients, and others who access or use the Site.

If you are accessing the Site on behalf of a corporation, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

02 Services Described

FinGuard Compliance, LLC ("FinGuard") provides professional consulting services in the areas of legal compliance, regulatory affairs, risk management, corporate governance, and related advisory services to businesses and organizations throughout the United States. Our consultants are experienced professionals who may include licensed attorneys, certified compliance officers, and subject-matter experts.

This Site is intended to provide general information about our firm and the scope of our professional services. Content presented on the Site includes:

- Descriptions of our consulting service offerings
- General educational content on legal and compliance topics
- Industry insights, articles, and thought leadership
- Contact information and client intake request forms
- Information about our team, credentials, and experience

Formal engagement for professional services is governed by a separate executed engagement agreement between the Company and the client. Nothing on this Site constitutes the commencement of a formal consulting or professional services engagement.

03 No Attorney-Client Relationship

Important Notice: The information contained on this Site does not constitute legal advice and does not create an attorney-client relationship, a consultant-client relationship, or any other professional relationship between you and the Company or any of its personnel.

Content published on this Site — including articles, blog posts, guides, summaries, and FAQs — is provided for general informational and educational purposes only. Such content reflects general principles that may not apply to your specific circumstances and should not be relied

upon as a substitute for qualified professional legal or compliance advice tailored to your situation.

No professional-client relationship is formed by your use of this Site, submission of a contact form, or email communication with our team prior to the execution of a formal written engagement agreement. We strongly encourage you to consult a qualified attorney or compliance professional before taking any action based on information found on this Site.

04 Permitted Use of the Site

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use this Site solely for lawful purposes and in accordance with these Terms. You agree that you will not:

- Use the Site for any unlawful purpose or in violation of any applicable federal, state, or local law or regulation
- Reproduce, distribute, modify, create derivative works of, or publicly display any Site content without our prior written consent
- Transmit any unsolicited commercial communications or spam through the Site
- Attempt to gain unauthorized access to any portion of the Site or its related systems
- Use any automated tools, scrapers, bots, or data mining techniques to collect information from the Site
- Impersonate the Company, its employees, or any other person or entity
- Engage in conduct that restricts or inhibits any other user from using or enjoying the Site
- Upload or transmit viruses or any other malicious code that may affect the operation of the Site

We reserve the right to terminate your access to the Site at any time, with or without notice, for conduct that violates these Terms or is otherwise harmful to other users, us, or third parties.

05 Intellectual Property Rights

All content on this Site, including but not limited to text, graphics, logos, icons, images, audio clips, downloadable files, data compilations, and software, is the property of FinGuard, or its content suppliers and is protected by United States and international copyright, trademark, and other intellectual property laws.

The Company's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company. You may not use such marks without the prior written consent of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

You are permitted to print or download a single copy of materials from this Site for personal, non-commercial reference only, provided you do not modify the content and retain all copyright and proprietary notices. This permission does not include the right to sell or otherwise commercially exploit Site content, nor the right to collect and use product listings or descriptions for the benefit of any third party.

06 Privacy & Data Collection

Your use of this Site is also governed by our Privacy Policy, which is incorporated into these Terms by this reference. Our Privacy Policy explains how we collect, use, disclose, and safeguard personal information that you provide to us through the Site.

By using the Site, you consent to our collection and use of personal information as described in the Privacy Policy. We are committed to maintaining appropriate safeguards for the personal information we collect and process in connection with our services, and we comply with applicable federal and state privacy laws, including where applicable the California Consumer Privacy Act (CCPA).

Any personal information submitted through contact forms or inquiry submissions will be used solely for the purpose of responding to your inquiry and assessing whether our services may be appropriate for your needs.

07 Disclaimers

THIS SITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties that the Site will be uninterrupted, error-free, or free of viruses or other harmful components
- Warranties as to the accuracy, completeness, currency, or reliability of any content on the Site
- Warranties that defects will be corrected or that the Site or the servers that make it available are free of viruses or bugs

Legal and regulatory landscapes are subject to change. While we endeavor to keep information on this Site current and accurate, we make no representations or warranties that such information reflects the most recent legal developments, regulations, or interpretations. Users should independently verify the currency and applicability of any regulatory or legal information before relying upon it.

The Company does not warrant or represent that the use of materials displayed on this Site will not infringe the rights of third parties not owned by or affiliated with the Company.

08 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss of profits, revenue, data, business, or goodwill
- Business interruption or failure to realize expected savings
- Damages arising from unauthorized access to or alteration of your data
- Damages arising from reliance on information provided on the Site
- Any other intangible losses

IN NO EVENT SHALL THE COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (\$100.00), REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM.

09 Indemnification

You agree to defend, indemnify, and hold harmless the Company and its officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms or any applicable law or regulation
- Your use of the Site or any information obtained from the Site
- Your violation of any third-party right, including any intellectual property or privacy right
- Any content you submit, post, or otherwise transmit through the Site

10 Third-Party Links & Resources

This Site may contain links to third-party websites, resources, or services that are not owned or controlled by the Company. We provide these links solely as a convenience and for informational purposes. The Company has no control over the content, privacy policies, or practices of any third-party sites and assumes no responsibility for them.

We do not endorse the content of any linked site or the organizations, products, or services referenced therein. You acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods, or services available on or through any third-party website or resource.

We strongly advise you to review the terms and privacy policies of any third-party sites you visit.

11 Governing Law & Jurisdiction

These Terms and your use of the Site shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions. You agree that any legal action or proceeding between you and the Company arising out of or relating to these Terms or your use of the Site shall be brought exclusively in the federal or state courts located in Hamilton County, Ohio.

You consent to personal jurisdiction in such courts and waive any objection to the laying of venue of any such proceeding in such courts. You further agree not to commence or prosecute

any action or proceeding arising out of or related to these Terms other than in the aforementioned courts.

The Company operates throughout the United States and does not represent that materials on the Site are appropriate for use outside the United States. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws.

12 Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Site ("Dispute"), the parties agree to first attempt to resolve the Dispute informally by contacting the Company using the information provided below. The parties shall engage in good-faith negotiations for a period of thirty (30) days following written notice of the Dispute before pursuing any formal proceedings.

If informal resolution is unsuccessful, any Dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights.

Class Action Waiver: You and the Company each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You waive any right to participate in any class action or class-wide arbitration.

13 Modifications to These Terms

The Company reserves the right to revise and update these Terms at any time at our sole discretion. All changes are effective immediately when posted to the Site and apply to all access to and use of the Site thereafter.

We will indicate the date these Terms were last revised at the top of the page. Your continued use of the Site following the posting of revised Terms means you accept and agree to the changes. We encourage you to review this page periodically to stay informed of any updates. We may also notify registered users or subscribers of material changes via email or a prominent notice on the Site. If you do not agree to the revised Terms, you must stop using the Site.

14 Contact Information

If you have any questions, concerns, or feedback about these Terms and Conditions, or if you wish to report a potential violation, please contact us:

- **FinGuard Compliance, LLC**
- Attn: Legal & Compliance Department
- 311 Elm Street, Ste 270-1871 Cincinnati, Ohio 45202
- Email: privacy@finguardcompliance.com
- Phone: (513) 445-8258

- Hours: Monday–Thursday, 9:00 AM – 4:00 PM ET

We will make every effort to respond to all inquiries in a timely and professional manner.