

MONEYMANAGERSERVICES.COM

P.O. Box 341963  
Bethesda, MD 20827-1963  
(301) 529-5699

MEMBERSHIP INFORMATION FORM

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address2: \_\_\_\_\_

City: \_\_\_\_\_

State/  
Province: \_\_\_\_\_

Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Password: \_\_\_\_\_

## **Online Agreement**

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**Please print, read and sign this Moneymanagerservices.com LLC Subscription Agreement to complete the second step of the subscription process. Subscription is valid for one year.**

If you have any questions about the Agreement, please e-mail us at [contactus@moneymanagerservices.com](mailto:contactus@moneymanagerservices.com).

- 1) **Grant of License.** This Agreement provides you with a personal, revocable, nonexclusive, nontransferable license to use the Site, conditioned on your continued compliance with the terms in this Agreement. You and your Authorized Persons (as defined in Section 3 below) will be the only authorized users and licensees of the Site under this Agreement
  
- 2) **Term and Termination.** This Agreement will take effect at the time you click “I Agree.” Either party may terminate this Agreement at any time and for any reason by written or electronic notice to the other party. This Agreement will terminate automatically when, without prejudice to Moneymanagerservices.com LLC’s rights, you fail to comply with the terms of this Agreement. Moneymanagerservices.com LLC reserves the rights at any time to deny your access to the Site or any portion thereof or any information or service offered through the Site. If Moneymanagerservices.com terminates this Agreement without cause, Moneymanagerservices.com will refund the pro rata portion of any prepaid fees in connection with the Site for the portion of the Site-related services not furnished to you as of the termination date, except to the extent that Moneymanagerservices.com LLC is liable to a third party with respect to such prepaid fees.
  
3. **List of Authorized Persons.** You will maintain a written list of those of your directors, officers, partners or members, employees, representatives and agents who are authorized by you to access or use the Site on your behalf (“Authorized Persons”) under this Agreement, and will make this list available to Moneymanagerservices.com LLC upon request. You are solely responsible for the compliance by your Authorized Persons, or any other person who may access the Site from your organization, with this Agreement and applicable federal and state laws, rules, and regulations. You will monitor your Authorized Persons in a manner reasonably designed to ensure that, in connection with their use of the Site, they comply with this Agreement and applicable laws, rules, and regulations.
  
4. **User IDs and Sign-On Passwords.** You will be solely responsible for the confidentiality and use of your user IDs, sign-on passwords and any other security codes assigned by Moneymanagerservices.com. You will establish a user ID and sign-on password for each of your Authorized Persons. You will also take appropriate steps to maintain and ensure that your Authorized Persons maintain the confidentiality of all user IDs and sign-on passwords, as well as any security codes assigned to you by Moneymanagerservices.com LLC for purposes of allowing you to modify user IDs and sign-on passwords. You will be solely responsible for all communication with Moneymanagerservices.com, or the use of any information and services obtained or used through the Site, using your user ID and sign-on password or those of your Authorized Persons. Any communication with Moneymanagerservices.com through these means will be considered to have been sent and authorized by you. You will choose a user name for each Authorized Person that contains his or her given name. Neither you nor any Authorized Person will impersonate any other person or entity by posting

communications using a false or misleading user name or otherwise attempting to participate in an anonymous manner.

a) As a condition of using the Site, you agree immediately to notify Moneymanagerservices.com LLC if you:

- a) Become aware of any loss or theft of your user IDs, sign-on passwords or any other security codes.
- b) Become aware of any unauthorized use of your user IDs, sign-on passwords or any other security codes, or of the Site or any information or services available through the Site.

**5. No Advice.** You agree and acknowledge that the Site provided by Moneymanagerservices.com pursuant to this Agreement is intended to be objective and informational in nature, and is not intended to supply investment, tax, accounting or legal advice. Although the Site may include general recommendations and examples, you agree that you are solely responsible for determining the nature, potential value and suitability for your business and your clients of choices you make in organizing and running your business. Nor does Moneymanagerservices.com LLC offer through the Site advice regarding the nature, potential value, or suitability of any particular security, transaction, or investment strategy, and Moneymanagerservices.com LLC is not obligated to do so. Reliance on content or information obtained from or through the Site is at your sole risk.

**6. Links to Other Sites.** Moneymanagerservices.com may provide links to other sites on the World Wide Web for your convenience in locating investment-related and other information and services. These sites are maintained by third parties over which Moneymanagerservices.com LLC exercises no control, and accordingly Moneymanagerservices.com LLC expressly disclaims any responsibility for the content, the accuracy of the information, and the availability of and/or quality of products, services or software provided by or advertised on these third-party Web sites.

**7. Payment.** Moneymanagerservices.com charges a fee for use of the Site and services made available through the Site and may change such fees from time to time. You will have the opportunity to terminate this Agreement before any fee changes take effect. Your continued use of the Site after Moneymanagerservices.com sends notice of such fee changes constitutes your agreement to pay fees charged by Moneymanagerservices.com. You agree to pay all costs (including attorneys' fees), if any, incurred by Moneymanagerservices.com in collecting overdue fees from you.

**8. Security of Communications on the Internet & Events Beyond Moneymanagerservices.com LLC's Control.** Use of the Internet is solely at

your own risk and is subject to all applicable local, state, national, and international laws and regulations. While Moneymanagerservices.com has endeavored to create a secure and reliable Site, Moneymanagerservices.com LLC is not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. You must make your own determination as to these matters.

Moneymanagerservices.com LLC and its affiliates will not be liable for any loss resulting from a cause over which Moneymanagerservices.com or its affiliates does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, interruption of communications or data processing services, unauthorized access, theft, operator errors, news, or analysts' reports, exchange or market rulings, severe weather, floods, accidents, earthquakes, or natural disasters, strikes or other labor problems, embargoes, wars, or governmental restrictions

- 9. Security and Confidentiality of Site.** Use of the Site is restricted to Authorized Persons. Actual or attempted unauthorized use of the Site will result in criminal or civil prosecution. For your protection, Moneymanagerservices.com LLC reserves the right to view, monitor, and record activity on the Site without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Site. Moneymanagerservices.com LLC will comply with all court orders involving requests for such information. You agree that you are granted limited access to the Site based on your representations set forth in this Agreement, and you agree to use the Site only for the purposes for which it was intended. You agree not to use or disclose any part of the Site in a manner detrimental to Moneymanagerservices.com LLC.
- 10. Limitation of Liability and Warranty.** Use of the Site and the information services available at or through the Site, is entirely at your own risk. Moneymanagerservices.com LLC is not responsible for the consequences of reliance on any information contained in, available through or submitted to the Site, and the risk of loss from the foregoing rests entirely with you.

The Site, and the information and services available at or through the Site, are provided "as is," without warranty of any kind, express or implied, including without limitation: (a) any warranties concerning the availability, accuracy or content of information and services; and (b) any warranties of title or warranties of merchantability or fitness for a particular purpose, unless such warranties are legally incapable of exclusion. No oral or written information or communications given by Moneymanagerservices.com LLC, its employees, or agents shall increase the scope of the above warranty or create any new or additional warranties. Accordingly, the entire risk as to the accuracy, timeliness,

completeness and correct sequencing of all information available on or through the Site is assumed by you. Should any information or services available on or through the Site prove defective, you (and not Moneymanagerservices.com or any third party) assume the entire responsibility for its use.

Neither Moneymanagerservices.com LLC nor any of its respective directors, officers, employees, representatives, agents, members or partners, attorneys, predecessors, successors or assigns will be liable for any direct, indirect, incidental, special, or consequential damages (including but not limited to lost profits and damages that result from inconvenience, delay, or loss of the use of the service) arising out of the use of the Site or the information contained on or available through the Site, even if Moneymanagerservices.com has been advised of the possibility of such damages or losses. You agree that you will have sole and complete responsibility for any decisions made or actions taken by you in reliance upon the Site, or the information services contained on or available through the Site. You agree that the liability of Moneymanagerservices.com LLC arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with the Site will in no event exceed \$10,000. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states Moneymanagerservices.com's liability is limited to the maximum extent permitted by law. You hereby acknowledge that the provisions of this Section will apply to all content of and information contained in the Site, and services available through the Site.

**11. Intellectual Property Rights.** All content, information, services, HTML code, and programs available on or through the Site are protected by copyright pursuant to U.S. law, international conventions and other copyright laws as collective work and/or compilation, and Moneymanagerservices.com LLC owns a copyright in the selection, coordination, arrangement, and enhancement of such content. You are permitted to print, and/or locally store on your computer system, a copy of pages from the Site for archival purposes, provided you do not distribute or retransmit any such copy. You agree not to modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, decompile or disassemble any aspect of the Site. Moneymanagerservices.com and all other names, logos, and icons identifying Moneymanagerservices.com LLC and services are proprietary marks of Moneymanagerservices.com LLC. Moneymanagerservices.com LLC aggressively enforces its intellectual property rights to the fullest extent of the law.

**12. Indemnity.** You agree to defend and indemnify Moneymanagerservices.com LLC, your clients, and all of their respective affiliates and directors, officers, employees, representatives, agents, proprietors, shareholders, members and partners, attorneys, predecessors, successors, and assigns, and hold them harmless from and against any and all claims, proceedings, suits, fines, penalties, damages, injuries, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees and court costs incident to any suit, action, investigation or other

proceeding), relating to or arising from use of the Site or any information or services available on or through the Site, by you, Authorized Persons, or any other person affiliated with you, and any breach by you of this Agreement. The term “claims” as used herein shall include without limitation any claims for economic or business losses or lost profits, and claims for bodily injury, emotional injury, death or injury to any person or damage to or destruction of tangible property, including loss of use resulting therefrom.

**13. Your Responsibility for Your Computers, Data, and Third-Party Tools.** You agree that Moneymanagerservices.com LLC is not responsible for or liable for any harm resulting from corrupted, distorted, or erroneous data resulting from data transfer with third parties or third-party products or services, and that Moneymanagerservices.com LLC will not be responsible or liable if you mishandle, alter or improperly use or store the information or service associated with the Site. Further, you agree that you are solely responsible for:

The security and maintenance of your computer systems, software, and data, including but not limited to (1) creating fire walls and taking similar protective measures to prevent unauthorized access to your computer systems, software, and data or infiltration or corruption of your computer systems, software, and data, and (ii) creating, storing, and updating any necessary back-up or archival copies of data as needed in case of system failure.

The functionality and appropriateness of any third-party software or other analytical or related tools that you choose to use with Moneymanagerservices.com or the Site.[Ensuring that any programs, files, or data (that do not originate with or are not provided by Moneymanagerservices.com LLC) that you transmit or upload to the Site or to Moneymanagerservices.com LLC contain no Malicious Code. Malicious Code means any code, program, or subprogram whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program, or subprogram or to halt or interfere with the operation of the software, code, program, or subprogram itself, including any device, method, or token that permits any user to circumvent the normal security of the software or the system containing the code.]

**14. Export Restrictions.** You acknowledge that the Site information and are subject to applicable export control laws and regulations of the U.S.A. You will not ship, transfer, transmit, export or re-export any information available through the Site or any component of the Site in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations, or to any country, person, entity, or end user subject to U.S. export restrictions. You warrant and represent that neither the U.S. Bureau of Export Administration nor any other Federal agency has suspended, revoked, or denied your access privileges.

- 15. Applicable Law.** You represent and warrant that your activity in the Site, including all activity with regard to your clients, complies with all applicable U.S. Federal and state law and with all applicable foreign law. This Agreement has been made in and will be construed and enforced in accordance with Maryland law, as applied to agreements entered into and completely performed in Maryland without regard to its conflict of laws rules.
- 16. Assignment.** Moneymanagerservices.com may assign its rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation without notice to you, or to any other entity after 30 days' written notice to you. You may assign your rights and obligations under this Agreement to any subsidiary, affiliate or successor by merger or consolidation after 30 days' written notice to Moneymanagerservices.com LLC, subject to the successor company agreeing to be bound by this Agreement. This Agreement is binding on and will inure to the benefit of the parties' respective successors and permitted assigns.
- 17. Miscellaneous.** This Agreement has been made in and will be construed and enforced in accordance with Maryland law, as applied to agreements entered into and completely performed in Maryland. The provisions of Sections 2, 4, and 6-16 of this Agreement will survive the termination of this Agreement. Failure to insist on strict performance of any term of this Agreement will not operate as a waiver of any subsequent default or failure of performance, any waiver of any term of this Agreement will not be taken or held to be a waiver of any other term hereof. No waiver of any term of this Agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If any portion of this Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect. This Agreement may be modified by Moneymanagerservices.com LLC at any time on prior written notice or electronic notice, either via e-mail or by posting such changes at the Site. Modifications required by law will become effective immediately. Your continued use of the Site following notice of any such modification will be conclusively deemed acceptance of the revised terms of the Agreement. If any such revision is unacceptable to you, you will terminate use of the Site, and cease use of all services available through the Site. No joint venture, partnership, franchise, employment, or agency relationship exists between you and Moneymanagerservices.com LLC as a result of this Agreement and your use of the Site.
- 18. Entire Agreement.** This Agreement constitutes the entire agreement between you and Moneymanagerservices.com LLC with respect to the Site; provided, however, that you will also be subject to any additional terms and conditions of which you are notified and to which you manifest your consent by continued use of the Site.

19. **Binding Agreement.** A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You represent that you have read this Agreement, understand its terms, and agree and intend to be legally bound by it. You acknowledge that, in providing you access to and use of the Site, Moneymanagerservices.com LLC has relied upon your agreement to be bound by the terms of this Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_