

## **FINANCIAL VISION, LLC TERMS OF SERVICE**

Last Modified: **July 12, 2021**

### **1. Acceptance of the Terms of Service**

These Terms of Service are entered into by and between Cindyschmidler.com and related and affiliated entities (collectively “**cindyschmidler.com**”, “**Tragedy Turned Upside Down**” or “**Treasures in the Storm**”). The following terms and conditions, together with our Privacy Policy and any other general privacy documents (collectively, these “**Terms of Service**”), govern your access to and use of the websites that post a link to these Terms of Service <https://cindyschmidler.com> (our “**Website**”), applications, or other services we offer where these Terms of Service are posted, including any content, features, functionality, and services offered on or through the same, that we make available to you (collectively, the “**Services**”), whether as a guest or a registered user and regardless of how you access or use it, whether via computer, mobile device or otherwise.

Please read the Terms of Service carefully before you start to use the Services.

**BY USING THE SERVICES OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF SERVICE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE AND OUR PRIVACY POLICY, FOUND ON OUR WEBSITE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF SERVICE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SERVICES.**

The Services are offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### **2. Changes to the Terms of Service**

We may revise and update these Terms of Service from time to time in our sole discretion. Unless we state otherwise, all changes are effective upon notice and apply

to all access to and use of the Services thereafter. However, any changes to the provisions set forth in *Governing Law and Jurisdiction (section 23 below)* will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Services.

Your continued use of the Services following posting of revised Terms of Service means that you accept and agree to the changes.

### 3. **Your Privacy**

All information that you provide to us or that we collect through your use of the Services is subject to our Privacy Policy found on our Website. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### 4. **Accessing and Using the Services**

We reserve the right to withdraw or amend the Services, including any content, information, or other materials we provide through or in connection with the Services (“**Service Content**”) in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services or Service Content is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Services or Service Content.

To access the Services, you may be asked to create an account by providing certain registration details or other information. Regardless of whether you register with us or use the Services as a guest, it is a condition of your use of the Services that all the information you provide on the Services is correct, current and complete.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

#### **5. Mobile Device Access**

To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services or applications may be prohibited or restricted by your carrier, and not all mobile services or applications may work with all carriers or devices. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information.

#### **6. Intellectual Property**

The Services and Service Content and all rights therein are owned by cindyschmidler.com, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Subject to your compliance with these Terms of Service, cindyschmidler.com grants you a limited, revocable, non-exclusive and non-transferable license to access and use the Services and Service Content solely for your personal, non-commercial use. No right, title or interest in or to the Services or any Service Content is transferred to you, and all rights not expressly granted are reserved by cindyschmidler.com and its licensors. Any use of the Services and/or Service Content not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

You must not:

- Modify the Services or any Service Content; or
- Copy or reproduced in any from or in any manner; or
- Delete or alter any copyright, trademark or other proprietary rights notices from the Services or any Service Content.

## 7. Trademarks

The cindyschmidler.com logo and all related names, logos, product and service names, designs and slogans are trademarks of cindyschmidler.com or its licensors. You must not use such marks without the prior written permission of cindyschmidler.com. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

## 8. User Conduct

You may use the Services and Service Content only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Services or Service Content:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services or Service Content, or which, as determined by us, may harm cindyschmidler.com or users of the Services or expose them to liability.
- Use the Services in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- Use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any Service Content.
- Use any manual process to monitor or copy any Service Content or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the servers on which the Services or Service Content are stored, or any server, computer or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate cindyschmidler.com, a cindyschmidler.com employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- Otherwise attempt to interfere with the proper working of the Services.

## **9. Monitoring and Enforcement; Termination**

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material posted by you through or in connection with your use of the Services is defamatory or otherwise violates their rights, including their intellectual property rights or their right to privacy.
- Disclose your identity or other information about you to any third party who claims that any act or omission attributable to you violates its rights, applicable law, or these Terms of Service.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services or otherwise in any way related to your use of the Services. YOU WAIVE AND HOLD HARMLESS CINDYSCHMIDLER.COM AND ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

## **10. Reliance on Information Posted**

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users and third-party licensors. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other

content, other than the content provided by cindyschmidler.com, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of cindyschmidler.com. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **11. Changes to the Services**

We may update the Service Content from time to time, but the Service Content is not necessarily complete or up-to-date. Accordingly, any of the Service Content may be out of date at any given time, and we are under no obligation to update such material.

#### **12. Other Terms and Conditions**

Additional terms and conditions may also apply to specific portions, services or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.

#### **13. Idea Submission Policy**

Other than those we have specifically requested (and to which specific additional terms apply), our policy is not to accept or consider ideas or suggestions submitted by our users. We have adopted this policy in order to avoid confusion and misunderstandings in case that your ideas, suggestions, or other materials are similar to ones that have developed (or may develop) independently. Therefore, we are not responsible for any ideas, suggestions, or materials submitted to us. If you still choose to send us ideas, suggestions, or other materials, you agree that we are free to use these ideas, suggestions, or other materials in any way that it may deem fit without any liability or payment of any kind to you.

#### **14. Third Party Sites and Services**

The Services may link to or may be accessed in connection with other sites, services, or resources that are provided by third parties. These links or the ability to access other sites, services, or resources from the Service are provided for your convenience only. We have no control over the content of those sites, services, or resources, and accept no responsibility for them or for any loss or damage that may arise from your

use of them. If you decide to access any of the third-party sites, services, or resources linked to or otherwise accessible from the Services, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such sites.

#### **15. Geographic Restrictions**

The owner of the Services is based in the state of Florida in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### **16. Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES, ITS CONTENT, AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CINDYSCHMIDLER.COM NOR ANY PERSON ASSOCIATED WITH CINDYSCHMIDLER.COM MAKES ANY

WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER CINDYSCHMIDLER.COM NOR ANYONE ASSOCIATED WITH CINDYSCHMIDLER.COM REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THIS DISCLAIMER DOES NOT APPLY TO USER CONTRIBUTIONS PROVIDED BY YOU.

CINDYSCHMIDLER.COM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **17. Limitation on Liability**

IN NO EVENT WILL CINDYSCHMIDLER.COM, ITS AFFILIATES, BUSINESS PARTNERS, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, SERVICE CONTENT, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF

PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL CINDYSCHMIDLER.COM'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES EXCEED THE GREATER OF (1) THE AMOUNT YOU HAVE PAID TO CINDYSCHMIDLER.COM IN THE LAST TWELVE (12) MONTHS; OR (2) ONE-HUNDRED DOLLARS (\$100 U.S.).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **18. Indemnification and Release**

You agree to indemnify and hold harmless cindyschmidler.com and its and respective 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 of Service or your use of any information obtained from the Services.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

#### **19. Governing Law and Jurisdiction**

All matters relating to the Services and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Services shall be instituted exclusively in the state or federal courts of

Florida although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your state or country of residence. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **20. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect. So, for example, if a provision in these terms is found to be unenforceable, we agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of these Terms of Service shall remain in force.

#### **21. No Assignment; Waiver and Severability**

You may not assign these Terms of Service without [cindyschmidler.com](http://cindyschmidler.com)'s prior written consent and any purported assignment in violation of these Terms of Service shall be void.

No waiver of by [cindyschmidler.com](http://cindyschmidler.com) of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of [cindyschmidler.com](http://cindyschmidler.com) to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

#### **22. Entire Agreement**

The Terms of Service (including our Privacy Policy and any other Additional Terms incorporated by reference) constitute the sole and entire agreement between you and

cindyschmidler.com with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

### **23. Notices to You**

We may provide notice to you either by posting on our Website, sending a general notice to you through the Services, notifying you by email, or by sending you notice through first-class or regular mail. Unless our notice to you states otherwise, such notices shall be deemed to have been given (a) twenty-four (24) hours after such notice is posted on our website, sent by email, or sent through the Services, or (b) forty-eight (48) hours after mailed (if sent by first class regular mail).

### **24. Notices to Us and Your Comments and Concerns**

All legal notices to cindyschmidler.com should be sent by certified or registered mail, return receipt requested, postage prepaid. Such notice shall be effective upon receipt by us.

All other feedback, comments, requests for customer or technical support, and other communications relating to the Services should be directed to

**cindyschmidler.com**