

**CONSOLIDATED PLANNING, INC.
WEBSITE TERMS OF USE**

Last Modified: 12/10/2019

Acceptance of the Terms of Use

These terms of use are entered into by and between you (“**you**” or “**your**”) and Consolidated Planning, Inc. (“**Company**”, “**we**”, “**us**” or “**our**”). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, the “**Terms of Use**”), govern your access to and use of the www.thomasjdumas.com website (the “**Website**”) including any content, functionality, and services offered on or through the Website, whether as a guest or registered user.

Please read the Terms of Use carefully before using the Website. **By using the Website you accept and agree to be bound and abide by the Terms of Use, including our [Privacy Policy](#) (such policy is incorporated herein by reference).** If you do not agree to these Terms of Use, you are not authorized to access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may change, modify or otherwise revise these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website by you thereafter. However, any changes to any provisions hereof related to the resolution of claims or dispute (whether by litigation or arbitration) shall not apply to any litigation or arbitration proceeding already in progress at the time of such change.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Website so you are aware of any changes, as they are binding on you.

Accessing the Website

We reserve the right to modify, amend or withdraw the Website, or any content, service or material provided on the Website, at any time in our sole discretion without notice. We do not guarantee availability of the Website at any particular time, and we expressly disclaim any and all liability if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to members or other categories of users as we may determine in our sole discretion.

You are responsible for:

- 1• Making all arrangements necessary for you to have access to the Website.
- 1• Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, 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 Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, 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, without limitation, if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website, and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by the Company, 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.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- 1• Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- 1• You may store files that are automatically cached by your Web browser for display enhancement purposes.

- 1• You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution without our prior written consent.
- 2• You may download and print information on particular loans being offered solely for purposes of determining whether to make an acquisition of a participation interest in such loan or loans and for no other purpose.
- 1• If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- 1• If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- 1• Modify copies of any materials from this site.
- 1• Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- 1• Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- 2• Access or use for any commercial purposes any part of the Website or any services or materials available through the Website except as specifically permitted hereunder.

If you wish to make any use of material on the Website other than as set out in this section, please address your request to: Thomas J. Dumas, Consolidated Planning, 4201 Congress Street, Suite 295, Charlotte, NC 28209, (800) 532-2829.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company's name, the Company's logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You shall not use such marks without the prior written permission of the Company.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- 1• 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).
- 0• 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.
- 1• To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- 1• To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- 1• To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- 1• To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- 1• In any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.

You agree not to:

- 1• Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- 1• Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- 1• Use any device, software, or routine that interferes with the proper working of the Website.
- 1• Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- 1• Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- 1• Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- 1• Otherwise attempt to interfere with the proper working of the Website, or its use by others.

User Generated Content

The Website may contain interactive features (collectively, “**Interactive Services**”) that allow

users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- 1• You own or control all rights in and to the User Contribution and have the right to grant the license granted above to us and our licensees, service providers, and other affiliates and each of our and their respective successors, and assigns.
- 1• All of your User Contributions does and will comply with these Terms of Use.
- 2• You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 3• We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- 1• Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- 1• Take any action with respect to any User Contributions that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contributions violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- 1• Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- 1• Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- 1• Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.
- 2• Without limiting the foregoing, we have the right to cooperate fully 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 Website. YOU

WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THEM DURING, OR AS A CONSEQUENCE OF, INVESTIGATIONS BY ANY OF THEM OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding User Contributions provided by any user or third party. We have no liability or responsibility to anyone for exercise or nonexercise of any right we may have with respect to User Contributions whether or not described in this section.

Content Standards

The following content standards apply to any and all User Contributions and other use of Interactive Services, and You are responsible for strict compliance with these standards and all applicable federal, state, local, and international laws and regulations in connection with your User Contributions. Without limiting the foregoing, User Contributions must not:

- 1• Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- 1• Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- 1• Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- 1• Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- 1• Be likely to deceive any person.
- 1• Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- 1• Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- 1• Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- 1• Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- 1• Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violates your copyright, please send us immediate notice of the claimed copyright infringement for review and response.

Reliance on Information Posted

The information presented on or through the Website 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 Website, or by anyone who may be informed of any of its contents.

The Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. 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 the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. 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.

Changes to the Website

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

Information about You and Your Visits to the Website

All information we collect on the Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express prior written consent.

The Website may provide certain social media features that enable you to:

- 1• Link from your own or certain third-party websites to certain content on the Website.
- 1• Send emails or other communications with certain content, or links to certain content, on the Website.
- 1• Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed or associated with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- 1• Establish a link from any website that is not owned by you.
- 1• Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- 1• Link to any part of the Website other than the homepage.
- 1• Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards applicable to User Contributions set forth in these Terms of Use.

You agree to fully cooperate with us in causing any unauthorized framing or linking to immediately stop. We reserve the right to withdraw linking permission without notice at any time and for any reason in our sole discretion.

We may disable all or any social media features and any links without notice at any time and for any reason in our sole discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites 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 websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We provide the Website for use only by persons located in a jurisdiction permitting such use. We do not represent that the Website or any of its content is accessible, appropriate or legal in all jurisdictions. You are solely responsible for compliance with all laws and regulations of the jurisdiction from which you access the Website.

Disclaimer of Warranties

No advice or information, whether oral or written, obtained from or through our Website, products or services will create any warranty not expressly made herein.

The Website is not a substitute for seeking financial advice concerning your specific

circumstances from a qualified attorney, accountant, investment or other professional advisor. As a courtesy, we make efforts to ensure the accuracy of information provided, but the accuracy of information on the Website is not guaranteed and may be subject to change without notice, and revisions to material posted on the Website may not be made immediately following any such change. While the Website (i) may display language or features from an insurance policy/policies or a variable annuity contract/contracts; or (ii) may summarize certain features of an insurance policy/policies; or (iii) may provide information about advisory or brokerage accounts, nothing stated in the Website modifies, alters, or supplants the terms of any insurance policy or annuity contract, or any advisory or brokerage account statements or information, in any way, nor should such content be construed as such.

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For information that is specific to your situation, consult with your attorney or tax advisor. The material provided on the Website, including the blogs, is intended to potentially assist you in planning for your future and insurance planning. We are not responsible for the consequences of any decisions or actions taken in reliance upon or as a result of the content made available on the Website.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, 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 WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, 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.

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

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their 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 (i) your violation of these Terms of Use or your use of the Website, or its content (including without limitation your User Contributions), services, or products other than as expressly authorized in these Terms of Use, or (ii) your use of any information obtained from the Website.

Governing Law

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

Jurisdiction and Venue

Any legal suit, action, or proceeding by you arising out of, or related to, these Terms of Use or the Website shall be instituted solely and exclusively in the state or federal courts sitting in and for Mecklenburg County, North Carolina. You consent to the jurisdiction of such courts, agree that venue therein is convenient and proper, and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

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

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use 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 the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use 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 Use will continue in full force and effect.

Entire Agreement

These Terms of Use constitute the sole and entire understanding and agreement between You and us regarding the Website and your access to and use thereof, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written and oral, regarding the same.

Your Comments and Concerns

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All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: Thomas J. Dumas, Consolidated Planning, 4201 Congress Street, Suite 295, Charlotte, NC 28209, (800) 532-2829