

Data Access and Use Agreement

This Data Access and Use Agreement (the "Agreement") governs Your use of data provided on or through <https://www.financialplanningassociation.org> ("Data"). For purposes of this Agreement, "You" means the person using the Data or, if You are using the Data on behalf of Your company (or another entity), then "You" means Your company (or such other entity), its officers, members, agents, successors and assigns.

Effective Date: February 16, 2023

A. Scope of the Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE DATA. YOUR USE OF THE DATA CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE DATA.

Financial Planning Association ("FPA") may amend this Agreement at any time by posting an amended Agreement on <https://www.financialplanningassociation.org> (the "Site"). Any amended Agreement will automatically be effective on the date that it is initially posted on the Site. By using the Data, You agree to be bound by the current form of this Agreement. It is Your responsibility to return to this Agreement from time to time to review the most current Agreement. The current Agreement will supersede any prior communications or agreement with respect to the Data, unless such agreement expressly states that it is not superseded by this Agreement.

B. Proprietary Rights and License

The Data and Site are protected by U.S. and international copyright, trademark and other laws. FPA and its licensors own, solely and exclusively, all rights, title and interest in and to the Data, including, but not limited to, all intellectual property and proprietary rights in the Data. Your use of the Data does not grant to You any ownership in or to the Data.

The trademarks, logos, service marks and trade names displayed in connection with the Data are registered and unregistered trademarks of FPA and its licensors and may not be used except with written permission of the respective owner.

Subject to the terms of this Agreement, FPA grants You a worldwide, limited, revocable, nonexclusive, royalty-free, non-transferable, non-sublicenseable license to access, display, distribute, copy, and link to the Data solely for educational and research purposes. Commercial use of the Data is prohibited without the express, prior, written consent of FPA. You agree not to remove, alter or obscure any proprietary notices provided in or with the Data. All rights not expressly granted in this Agreement are reserved.

You are not granted any rights or licenses in or to the database from which the Data is made available.

You are solely responsible for ensuring that materials transmitted, posted, stored, distributed, displayed or presented using the Data comply with this Agreement and all applicable laws and regulations. FPA does not review, edit, or take

responsibility for any information that You, or other Users, may create, transmit, post, store, distribute, display or present using the Data.

C. Attribution

You must provide proper attribution to FPA and its researchers, sponsors and licensors in connection with all uses of the Data in connection with all uses of the Data. The attribution must be as follows:

Data from [Developing and Maintaining Client Trust and Commitment in a Rapidly Changing Environment \(2021\)](#) and provided by the Financial Planning Association® (FPA®), the Kansas State University Personal Financial Planning Program, MQ Research & Education, and Allianz Life Insurance Company of North America (Allianz Life), but none of these entities has reviewed or approved of this use.

D. Restrictions and Prohibitions

You must comply with the following restrictions and prohibits with regard to all uses of the Data. You are prohibited from:

- Using the Data for any unlawful purposes;
- Using the Data to facilitate, or otherwise assist others in, the violation of any law, regulation or any other rights of any person or entity;
- Using the Data in any manner that implies, suggests, or could otherwise be perceived as FPA or its researchers, sponsors, or licensors endorsing, sponsoring, or otherwise affiliated with You, or any policy, opinion, objective, cause, issue, party, product, person, business, organization, religion or viewpoint;
- Framing or mirroring the Data;
- Reproducing or republishing the Data in principal part or its entirety;
- Using the Data to cause harm to any person or entity;
- Accessing the Data in a manner, or taking any other action, that interferes with or probes the vulnerability of the Site, underlying services, network, infrastructure or database;
- Impersonating any person or entity or otherwise misrepresenting your affiliation;
- Scraping, or harvesting of Data or personal information, or using any other unauthorized automated means to compile information;
- Taking any action that imposes an unreasonable or disproportionately large load on the Site, underlying services, network, infrastructure or database;

- Using the Site, underlying services, network, infrastructure or database to upload or transmit viruses, worms or other malicious code;
- Decompiling, disassembling, or reverse-engineering any part of the Site, underlying services, network, infrastructure or database; and/or
- Engaging in any other conduct that restricts or inhibits any person from using or enjoying the Data, Site, underlying services, network, infrastructure or database, or that FPA's sole judgment, exposes FPA or any of our users, affiliates, researchers, sponsors, licensors, or any other third party to any liability, damages, or detriment of any type.

E. FPA's Rights

FPA reserves the right to:

- Suspend or terminate Your use if You violate this Agreement;
- Change, alter or discontinue the Data and Site, or the form and nature of the Data and Site, at any time;
- Investigate violations of this Agreement; and/or
- Work with third parties and law enforcement to prosecute those who violate the terms of this Agreement.

You agree that the foregoing are rights of, but not obligations of, FPA and that FPA may, but is not obligated to exercise any of these rights.

F. United States Export Laws and Use Outside of the United States

United States export control laws govern Your use of the Data. These laws apply to You and Your use of the Data regardless of whether You reside in the United States. FPA offers the Data from the United States of America. FPA does not represent that Data are applicable, appropriate or available for use in locations outside the United States. Persons who choose to access the Data from locations outside of the United States do so on their own initiative, and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

G. Indemnification

To the maximum extent permitted by law, You agree to indemnify and hold harmless FPA, its affiliates, members, officers, directors, employees, agents, researchers, sponsors, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related in any way to (1) Your use of the Data or Site, and/or (2) Your violation of any law or regulation, or violation of any proprietary or privacy right. This indemnification obligation will survive this Agreement and Your use of the Site and Data. FPA reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with FPA's defense of such

claim.

H. Disclaimer of Warranties

YOU AGREE TO ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE DATA. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER FPA NOR ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, RESEARCHERS, SPONSORS, LICENSORS OR LICENSEES ("RELATED PARTIES") MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE SITE OR THE DATA. NEITHER FPA NOR ANY RELATED PARTIES ENDORSE OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, ADEQUACY, ACCESSIBILITY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF THE SITE OR ANY OF THE DATA. NEITHER FPA NOR ANY RELATED PARTIES WARRANT THAT THE SITE OR THE DATA WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE DATA WILL BE CORRECTED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE DATA. NEITHER FPA NOR ANY RELATED PARTIES GUARANTEE OR WARRANT THAT THE DATA OR THE SITE WILL BE FREE FROM INFECTION BY SOFTWARE VIRUSES OR OTHER HARMFUL COMPUTER CODE, FILES OR PROGRAMS. THE SITE AND THE DATA ARE PROVIDED ON AN "AS IS," "WHERE IS," "WHERE AVAILABLE" AND "AS AVAILABLE" BASIS. YOU ACKNOWLEDGE THAT ANY RELIANCE ON OR USE OF THE SITE AND THE DATA IS AT YOUR SOLE RISK.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to You.

I. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL FPA OR ANY RELATED PARTY BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SITE, OR THE DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT FPA OR A RELATED PARTY IS AWARE OF OR ADVISED THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AND AGGREGATE LIABILITY OF FPA AND ALL RELATED PARTY FOR DIRECT DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO \$50. IN THE EVENT OF ANY PROBLEM WITH THE SITE OR THE DATA, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE OR THE DATA.

Some jurisdictions do not allow the limitation of liability for certain damages so the above limitation of liability may not apply to You.

J. Governing Law; Exclusive Jurisdiction; Class Action Waiver

This Agreement and the relationship between You and FPA is governed by the laws of the State of Colorado, without

regard to its conflict of law provisions. You agree that any cause of action that may arise under this Agreement or in connection with Your use of the Site will be commenced and be heard only in the appropriate court having jurisdiction over Denver, Colorado. You hereby consent to the exclusive personal jurisdiction of and venue in such courts.

YOU HEREBY WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTIONS RELATED TO THIS AGREEMENT.

K. Your Representations and Warranties

By using the Data You represent and warrant that:

- You are 18 years of age or older, an emancipated minor or the parent or guardian of a minor who You are authorizing to use the Site and the Services;
- You understand and agree that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use Data in a manner consistent with all laws and regulations and in accordance with the terms and conditions of this Agreement;
- You are authorized to sign for and bind the person or entity using the Data;
- You will provide only true, accurate, complete and current information to FPA; and
- You will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers, or otherwise conceal Your identity from FPA or in any material that You post or submit on the Site for any purpose.

L. Limitations on Claims

ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE DATA, OR THIS AGREEMENT, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

M. Entire Agreement; Assignment; Waiver

This Agreement together with all policies and agreements referenced herein constitutes the entire agreement between FPA and You with respect to the Data, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and FPA with respect to the Data, unless an agreement specifically provides that it is not superseded by this Agreement.

You may not assign this Agreement or any part of this Agreement without the express written consent of FPA. You agree that FPA may assign this Agreement or any part of this Agreement at any time and for any reason without Your consent.

FPA's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.