

Terms of Use Agreement

1. Scope of Agreement

This Terms of Use Agreement (“Agreement”) by and between Greater Institute of Financial Professionals (“GIFP Institute”, “GIFP”, "we" or "us"), which is a non-profit organization for professionals in the financial sector, and you governs your use of the WWW.GIFP.US.ORG and other GIFP Institute owned or associated websites (collectively, “GIFP Institute websites”) together with all information, content, products, materials and services made available to you through the same by GIFP Institute and/or third parties (which together with the GIFP Institute Websites shall be collectively referred to as the "Services").

This Agreement explains how you may access and use the Website. By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to this Agreement, do not access or use the Services in any manner. You also agreed to abide by the terms described in the Privacy Policy.

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3. User Generated Content

3.1. User Content

The term "User Content" refers to all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials posted on or to the Interactive Services sections of GIFP Institute Sites by Users.

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gain. As a result, please approach messages with appropriate skepticism. User Content may be misleading, deceptive, or in error.

3.3. Grant of Rights and Representations by You

If you upload, post, or submit any User Content on our websites, you represent to us that you have all the necessary legal rights to upload, post, or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting, or submitting information on GIFP Institute websites, you grant GIFP Institute, and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, distribute, publicly perform, display, reproduce, and create derivative works from your User Content in any and all media, in any manner, in whole or part, without any duty to compensate you. You also grant us the right to authorize the use of User Content, or any portion thereof to other users in accordance with the terms and conditions of this Agreement, including the rights to feature your User Content specifically on GIFP Institute websites and to allow users to request access to your User Content, such as for example through an RSS Feed.

3.4. Right to Remove Any User Content for Any Reason and Without Notice

This includes all materials related to your use of GIFP Institute websites or membership, including email accounts, postings, profiles, or other personalized information you have created on GIFP Institute websites.

However, we reserve the right to monitor or remove any User Content from GIFP Institute websites at any time without notice.

4. Trademarks and Links

4.1. Use of Trademarks

The GIFP Institute and GIFP Institute Program Trademarks appearing on GIFP Institute sites may not be used in any advertising or publicity, or otherwise to indicate GIFP Institute's sponsorship of

or affiliation with any product or service, without GIFP Institute 's prior express written permission. You are prohibited from using GIFP Institute and GIFP Institute Program Trademarks or any names, marks, or other materials in a manner that is likely to cause confusion or dilute or damage the reputation or image of GIFP Institute and GIFP Institute Programs. You agree you will not alter any GIFP Institute and GIFP Institute Program Trademarks in any manner to make it appear that GIFP Institute is endorsing, sponsoring, authorizing or affiliated with you, your company, or any third party, except as expressly permitted in writing by GIFP Institute.

4.2. Use of Links

You do not need to request permission to create a text link from your website to the GIFP Institute or GIFP Institute Program websites. As a courtesy to Users, we may provide links to other websites or resources owned and operated by third parties. Because we have no control over such sites and resources, you acknowledge and agree that GIFP Institute are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or otherwise made available via such sites or resources.

5. Liability

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6. Indemnity

You agree to defend, indemnify and hold GIFP Institute harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, experts' fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your IDs. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and upon notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

7. Products and Services Return and Refund

All goods and services offered for sale on the GIFP Institute Websites (collectively, "Products") are guaranteed by the manufacturer, licensor or distributor against defects in material and workmanship for 30 days from the date of purchase. Within that time period, you must contact Customer Service (service@gifp.org) and we will coordinate attempts to correct, repair, replace or return for the defective Product.

7.1. Printed Books

You may return unopened printed books within 30 days of delivery for a full refund less shipping cost and a \$30USD processing fee. Items should be returned in their original product packaging.

7.2. Certification/ Certificate and its Application

Given the flexibility offered by GIFP Institute examination policy, all GIFP Institute programs Application and Certification/ Certificate Fees are considered a final sale and non-refundable or transferable under any circumstances.

7.3. Event Refund

For paid events, a refund will be made if formal notice of cancellation is received 72 hours prior to the date of the event.

8. Access from outside the United States (OFAC Restrictions)

The programs and services offered by GIFP Institute, including those made available on our websites, are subject to U.S. export control and sanctions laws and regulations. By accessing any portion of the GIFP Institute websites, registering for a GIFP Institute program, or purchasing any products or services offered by GIFP Institute, you acknowledge and agree to abide by U.S. export control and sanctions laws and regulations and, specifically, to refrain from purchasing, accessing, extracting, or transferring any information or products contrary to U.S. export control and sanctions laws. Failure to abide by these requirements will result in the blocking of access to your user-created GIFP Institute account. Furthermore, GIFP Institute may not be permitted to refund any fees received from a country or person subject to U.S. sanctions without specific approval by U.S. authorities. Find more information on the sanctions issued by visiting the Office of Foreign Asset Control website.

9. Copyrights Complaints

Pursuant to the Digital Millennium Copyright Act of 1998 (DMCA), all notices of alleged copyright infringement on the GIFP website or affiliated sites must be sent to the GIFP Institute designated agent:

DMCA Agent

GIFP Institute

Suite 1213, 469 Seventh Avenue, New York, NY, 10018

Phone: +1 (917) 291-5538

E-mail: law@gifp.us.org

To be effective under the DMCA, the notice must be a written communication and must include all of the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the

copyright or other exclusive intellectual property right;

- Identification of the work claimed to have been infringed;
- Description and location of the material that is claimed to be infringing;
- Contact information for the complaining party such as a mailing address, telephone number or e-mail address;
- A statement that the complaining party has a good faith belief that use of the material is not authorized by the copyright owner, its agent, or by law;
- A statement, made under penalty of perjury, that the information is accurate and that the complaining party is authorized to act on behalf of the copyright owner.

10. Opting Out

From time to time, GIFP Institute may deliver to you via e-mail a newsletter or other communications on issues that GIFP Institute believes may be of interest to you, all in compliance with the CAN-SPAM Act. If you have received such an e-mail communication from GIFP Institute and wish to opt-out of receiving further communications of that type, you may do so by following the opt-out procedure set forth in the e-mail or by blocking messages in your mailbox.

11. General

THESE TERMS OF USE ARE GOVERNED BY THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF NEW YORK, WITHOUT RESPECT TO ITS CONFLICT OF LAWS PRINCIPLES. ANY ACTION OR PROCEEDING ARISING FROM OR RELATING TO THE USE OF THIS WEBSITE SHALL BE BROUGHT AND MAINTAINED ONLY IN A STATE OR FEDERAL COURT IN NYC, USA, AND YOU CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. IF ANY PROVISION IS FOUND TO BE INVALID BY ANY COURT HAVING COMPETENT JURISDICTION, THE INVALIDITY OF SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF THESE TERMS AND CONDITIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. NO WAIVER OF ANY OF THESE TERMS OF USE SHALL BE DEEMED A

FURTHER OR CONTINUING WAIVER OF SUCH TERM OR ANY OTHER TERM. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN OUR WEBSITE, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND GIFP WITH RESPECT TO THE USE OF OUR WEBSITE. ANY CHANGES TO THESE TERMS AND CONDITIONS MUST BE MADE IN WRITING, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GIFP INSTITUTE.

12. Limitation on Actions

You agree that regardless of any applicable law providing for a statute of limitations to the contrary, any claim or cause of action arising out of or related to the use of GIFP Institute Sites or Products, or otherwise relating to this Agreement, must be filed within one (1) year after the claim or cause of action arose, or will be forever barred.