

# Terms and Conditions of Use

## 1. Acceptance of Terms

1.1 Prepared Capital, LLC, (referred to as "Prepare Capital, LLC," "Prepared Capital," "preparedcapital.com," "us" or "we"), provides preparedcapital.com (the "Site") through which it offers information regarding the investment process, a retirement calculator, and a portal through which one could open an account with a third party investment firm (collectively "Offerings") that are custom made using the specifications and requirements that you have provided to us, subject to your compliance with the following Terms and Conditions of Use ("Terms"), as well as any other written agreement(s) between us and you.

1.2 We reserve the right to change these Terms and Conditions of Use from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Offerings after such modifications will constitute acknowledgement and acceptance of the modified Terms.

1.3 As used in these Terms, references to our "Affiliates" include our owners, licensees, assignees, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Offerings available on this Site.

**1.4 BY USING THIS SITE AND OFFERINGS ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE, OFFERINGS AVAILABLE ON THIS SITE, OR THESE TERMS, IS TO CEASE USING THE SITE AND/OR THOSE PARTICULAR OFFERINGS.**

## 2. Offerings

2.1 **Offerings.** Prepared Capital provides a number of Offerings for users on its Site, including, but not limited to, offers information regarding the investment process, a retirement calculator, and a portal through which one could open an account with a third party investment firm.

2.2 **No Guarantee.** Although Prepared Capital works hard to provide quality Offerings, you understand and acknowledge that we cannot promise or guarantee specific results from using the Site or Offerings available on this Site.

**2.3 Temporary Interruptions.** You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or services that we may use to provide you with Offerings. You agree that the Offerings available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications, material posted by you, or personalization settings.

### **3. Third Party Websites**

**3.1 Third-Party Sites and Information.** This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency, or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied. By accepting a redirect or link to other websites, you agree to adhere to the terms and conditions and privacy policies of those websites. You understand that these third party sites and providers are not screened by Prepared Capital and enter said sites and providers at your own risk.

**3.2 Products and Promotions.** From time to time, this Site may include information about products and promotions offered by third parties. You may purchase products from or participate in promotions of third parties whose promotions or products are listed on this Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the third party. We assume no liability, obligation, or responsibility for any part of any such purchase or promotion.

## **4 Prepared Capital's Intellectual Property**

**4.1 Content.** For purposes of these Terms, "content" is defined as any information, communications, published works, photos, video, graphics, music, sounds, or other material that is sent to or that can be viewed by users on our Site and is owned by Prepared Capital, our Affiliates or licensors.

4.2 **Site Use.** Prepared Capital grants you a limited, revocable, nonexclusive license to use the Site solely for your own personal purposes only and not for republication, distribution, assignment, sublicense, sale, commercial use, preparation of derivative works, or other use. You may not use any content from the Site for commercial use. You agree not to copy the Site, reverse engineer, or break into the Site, or use materials, products, or services in violation of any law. Any use of the Site or the content or materials contained therein, other than as specifically authorized in these Terms, without the prior written permission of Prepared Capital, is strictly prohibited and will terminate the license granted herein. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring to you, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right, and any goodwill associated therewith. Prepared Capital reserves the right, without notice and in its sole discretion, to terminate your license to use the Site at any time and to block or prevent your future access to, and use of, the Site.

4.3 **No Warranty for Third-Party Infringement.** Neither our Affiliates nor we warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

## 5. Privacy & Security

5.1 **Login Required.** In order to access some of the Offerings on this Site, you will be asked to set up an account and password. Our account registration page requests certain personal information from you ("Registration Info"). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

5.2 **Passwords & Security.** If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password and that you are fully responsible for all activities that occur under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

## 6. Disclaimer

6.1 WHILE INFORMATION POSTED ON THIS SITE IS BELIEVED TO BE RELIABLE AND ACCURATE AT THE TIME OF POSTING, THE OWNER DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED ON THIS SITE IS ACCURATE, COMPLETE, RELIABLE, VERIFIED, ERROR FREE, OR FIT FOR ANY PURPOSE.

6.2 THE OWNER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, TIMELINESS, SECURITY OR ACCURACY, AND ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MAY ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE.

6.3 THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OFFERINGS ON THIS SITE AT ANY TIME WITHOUT NOTICE TO YOU. THE CONTENT AVAILABLE ON THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT.

THE USE OF THE OFFERINGS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES YOU INCUR AS A RESULT.

6.4 WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

6.5 WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE ADDITION OF FREE OR FEE-BASED SERVICES OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

6.6 SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

6.7 PREPARED CAPITAL SHALL IN NO WAY BE LIABLE TO YOU FOR ANY DECISIONS AND/OR MISREPRESENTATIONS MADE BY ANY THIRD PARTIES.

6.8 THE RETIREMENT CALCULATOR IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT REFLECT THE PERFORMANCE OF ANY SPECIFIC INVESTMENT. IT DOES NOT TAKE INTO EFFECT THE DEDUCTION OF ANY FEES OR TAXES. THERE IS NO GUARANTEE THAT THE RATE OF RETURN SELECTED CAN ACTUALLY BE ACHIEVED. INVESTMENTS OFFERING THE POTENTIAL FOR HIGHER RATES OF RETURN ALSO INVOLVE A HIGHER DEGREE OF RISK.

6.9 PLEASE NOTE THAT THE INFORMATION ON THE WEBSITE IS NOT INTENDED TO CONSTITUTE INVESTMENT ADVICE, NOR IS IT INTENDED TO BE A SUBSTITUTE FOR AN INVESTMENT ADVISOR. FOR INVESTMENT ADVICE, PLEASE CONTACT PREPARED CAPITAL FOR A PERSONALIZED INVESTMENT MEETING.

## **7. Limitation of Liability & Indemnification**

7.1 IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS; YOUR USE OF THE INFORMATION OR CONTENT CONTAINED ON THE SITE; OR YOUR RELIANCE UPON THE ACCURACY OF INFORMATION CONTAINED ON THE SITE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR OFFERINGS OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE SALE OF PRODUCTS OR SERVICES.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

7.2 YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND OUR AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEYS' FEES THAT MAY ARISE FROM YOUR USE OR MISUSE OF THIS SITE OR ANY OF THE CONTENT CONTAINED THEREIN. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

## **8. Termination of Use**

**8.1 Grounds for Termination.** You agree that we may, at our sole discretion, terminate, or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

**8.2 No Right to Offerings Upon Termination.** Upon termination and regardless of the reason(s) motivating such termination, your right to use the Offerings available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and 3-10 of these Terms shall survive any termination.

## **9 Postal Mail or Electronic E-Mail Contact.**

**9.1** Prepared Capital may occasionally contact you with follow up, marketing or advertisements via US Postal Mail or electronic mail that we think would be of interest to you. If you receive contact from us then you have shared your interest in receiving information in the future, or have made a previous purchase or inquiry on our website. Out of respect to our clients, we value your right not to receive this correspondence. In the event that you no longer wish to receive contact from us (with the exception of information directly pertaining to your order or inquiry) you can contact us to opt-out of our mailing list. Contact can be made via our Phone: 1-800-974-2805 or via email: support@preparedfinancial.com

## **10. Miscellaneous Provisions**

- 10.1 Governing Law.** The statutes and laws of the State of California shall be controlling, without regard to the conflicts of laws principles thereof.
- 10.2 Dispute Resolution.** All claims and disputes arising under or relating to this Agreement are to be settled by mediation, and if the matter is not resolved through mediation, then it shall be settled by binding arbitration in the state of California. The arbitration shall be conducted on a confidential basis pursuant to the rules of JAMS (Judicial Arbitration and Mediation Services). Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact. An award of arbitration may be confirmed in a court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration proceeding and the enforcement of any award. Please note that the arbitration dispute resolution procedures are in lieu of relief through the courts.
- 10.3 Notices.** All notices to Prepared Capital shall be in writing and shall be sent to preaprecapital.com. You agree to allow us to submit notices to you using the email address provided by you in the Registration Info. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication on the delivery date when transmitted by email.
- 10.4 No Resale Right.** You agree not to sell, resell, reproduce, duplicate, distribute, copy, or use for any commercial purposes any portion of this Site, or use of or access to this Site or Offerings provided through this Site, beyond the limited rights granted to you under Section 4 of these Terms.
- 10.5 Force Majeure.** In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of Offerings available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.
- 10.6 Savings Clause.** If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- 10.7 No Waiver.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

**10.8 Other Sites.** This site may contain links to other sites which sites are not maintained or controlled in any way by Prepared Capital. Links to any such sites that are not maintained or controlled by the Prepared Capital are provided for convenience only and are not to be construed as an endorsement by the Prepared Capital or any other party of the products, services, advice or opinions or any other content of such sites. Access to or use of sites to which links are provided are subject to the terms and conditions of such sites. You are fully responsible for any use that you make of the content contained in such sites and you are solely responsible for the consequences of any use of or reliance on such content.

**10.9 Entire Agreement.** These Terms and Conditions, and Privacy Policy constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersede all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.