TRANSACTION ADVISORS

Term and Conditions

Finance Information Group LLC, doing business as "Transaction Advisors" (and referred to herein as "we" or "our") provides services subject to the following Terms and Conditions (the "Terms").

By accessing and using our "Information Services" (including, but not limited to headlines, reports, charts, tables, PDFs, presentations, videos, course materials, and other related information); attending our conferences, summits or forums; participating in the M&A Academy or an M&A Master Class; purchasing a product from FinanceInformationGroup.com, accessing M&A research, or using any other offering from Transaction Advisors, on a paid or complimentary basis, you are entering into an agreement with Finance Information Group LLC subject to the current Terms.

Limited Personal License

Information services are licensed for personal use of the named member only. You may not share your username or password with any other person or otherwise provide others with access to the Information Services.

You agree to provide and maintain accurate and complete login and personal information in relation to your use of the Information Services, including notifying us of changes or updating your information on TransactionAdvisors.com. We reserve the right to terminate your membership immediately in the event your personal information is found to be inaccurate.

You are solely responsible for the confidentiality and use of and access to TransactionAdvisors.com using your username and password. You agree to immediately notify us if you become aware of the loss or theft of your password or username or the unauthorized use of the Information Services through your membership.

For the purpose of confirming your compliance with these Terms, we reserve the right to monitor and record activity on TransactionAdvisors.com including login activity, simultaneous access, and abnormal usage patterns among other signals. You may be held liable for losses incurred by Finance Information Group due to a third-party using your username.

Restriction on Sharing

You may NOT create derivative works, modify, publish, transmit, participate in the transfer or sale of, reproduce, distribute, perform, display, or in any way exploit all or any part of our Information Services without our prior written consent.

You may retrieve and display information from TransactionAdvisors.com on a computer screen or mobile device, or print individual pages on paper, but you may NOT reproduce, copy, store, or transmit to any other site, newsgroup, mailing list, electronic bulletin board, server or other storage device all or any part of the Information Services.

Any unauthorized or prohibited use of our Information Services may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations, and treaties. For each incidence of unauthorized use, you will be subject to a penalty equal to .5 times the applicable annual membership fee.

Changes to the Information Services

We may change the focus of our Information Services to reflect shifts in the market, changes in demand, or for other reasons at our sole discretion. We may offer additional features from time-to-time, modify membership benefits, make available new member promotional offers, discontinue or revise any and all aspects of the Information Services or any of the features at our sole discretion and without prior notice.

Renewals and Term

After the initial term, your membership will automatically renew, whether or not a payment has been made by that time, for an additional annual term, at the then prevailing renewal rate, which may change from time to time. Your credit card will automatically be charged to renew your membership or an invoice for payment will be generated.

Failure to maintain, or remove, your payment information from the My Subscription page does not constitute a cancellation or serve as notice of your interest in cancelling. Amounts remaining overdue for more than 30 days will be subject to a late charge of 1.5% per month from the date of invoice. We reserve the right to suspend or terminate your membership if payment is not promptly received.

You may be billed at an introductory rate for the initial term, and thereafter charged at the prevailing rate until you cancel. If your membership rate is based on a group discount, that rate may change if your organization fails to maintain the requisite number of memberships. Introductory offers are not available for current members.

We will send a notice prior to the end of your membership term, at which time you can cancel your membership by providing us notice by phone or email. You may notify us of your intent to cancel at any time, which case your cancellation will become effective at the end of your current annual term.

In the event of a cancellation, your membership access and/or delivery and accompanying benefits will continue for the remainder of the current annual term, but you will not receive a refund, prorated or otherwise.

Termination

In no event will we be responsible for refunding any prepaid membership fees, tuition, delegate registration, or other fees, unless otherwise stated. Provided you notify us, and pending our approval, you may transfer your membership, tuition, delegate registration, or other purchase to another individual or to a future program, of similar or lesser value, for a period of one year.

Notwithstanding the expiration or termination of your membership, your indemnification obligations shall survive for all purposes.

We reserve the right to cancel any order, whether the same service has already been acknowledged and/or previously provided.

Acceptable Use

Our Information Services are intended for general information purposes only and are not intended to provide, and should not be used in lieu of, financial, accounting, legal, or other professional advice. The information is not intended to be and does not constitute personal legal, financial or accounting advice, and is not guaranteed to meet or satisfy your requirements, circumstances or needs, nor to satisfy legal requirements of your particular jurisdiction. Any tax related information that may be reflected within the Information Services is not intended or written to be used for the purpose of avoiding penalties that may be imposed by taxing authorities.

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Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL OR INDIRECT OR CONSEQUENTIAL LOSSES, WHICH MAY RESULT FROM ANY ASPECT OF YOUR USE OF THE INFORMATION SERVICES, INCLUDING BUT NOT LIMITED TO: DAMAGES THAT ARISE FROM YOUR INABILITY TO USE THE INFORMATION SERVICES; THE INTERRUPTION, MODIFICATION, OR TERMINATION OF THE INFORMATION SERVICES, OR ANY PART THEREOF, OR YOUR USE OF OR RELIANCE ON THE INFORMATION

SERVICES ON OR MADE AVAILABLE THROUGH YOUR MEMBERSHIP.

Force Majeure

We will not be deemed in default to the extent that performance of our obligations are delayed or prevented by reason of any natural disaster, fire, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, public health restrictions, act of God, or any other cause beyond the reasonable control of such party.

You agree that any delay or failure to perform any of our obligations hereunder shall be excused so long as the force majeure event remains in force. In addition, you agree that, based on our sole discretion, delayed or substitute performance is permissible.

Notices

Please send notices to info@FinanceInformationGroup.com or by mail to:

Finance Information Group LLC 325 North LaSalle Street, Suite 550 Chicago, Illinois 60654 USA

Assignment

Your obligations may not be assigned, delegated, or otherwise transferred without the prior written consent of Finance Information Group LLC.

Governing Law; Venue; Waiver of Jury Trial

All matters with respect to our engagement will be governed by the laws of the State of Illinois (without reference to conflict of laws). Any action brought must be brought in the state or federal courts in Chicago, Illinois; and the parties hereby consent to the jurisdiction of such courts. The parties waive their right to a jury trial.

Entire Agreement; Severability

These Terms constitute the entire understanding and agreement between us with respect to the Information Services and your membership, supersede all prior oral and written communications between us, and may only be waived or amended by an instrument in writing signed by the party against whom enforcement of such waiver or amendment is sought.

If any provision of these Terms is invalid or unenforceable, such will not render all the Terms unenforceable or invalid. Rather, the Terms will then be read and construed as if the invalid or unenforceable provision(s) are not contained therein.

We reserve the right to make reasonable updates and changes to these Terms at any time, which will be posted on TransactionAdvisors.com, as the sole notification. Your continued use after the changes are posted constitutes your acceptance of the updated Terms.

You may also be subject to the <u>Privacy Policy</u> and found on TransactionAdvisors.com.