

IAQFP MEMBER & IAQFP Associate Affiliation Agreement:

The **INTERNATIONAL ASSOCIATION of QUALIFIED FINANCIAL PLANNERS** (hereinafter collectively referred to as “**IAQFP**”), and this **IAQFP MEMBER & IAQFP Associate Affiliation Agreement** (hereinafter collectively referred to as “**Agreement**”), is made by and between **IAQFP**, and only those persons who have been recognized by **IAQFP** as a: **IAQFP Certified—Financial Planner**; granted use of the single, unifying identifier of the Financial Planning Profession: **QFP** and/or **QFP—QUALIFIED FINANCIAL PLANNER** (with or without bolding); and who have also been provided by **IAQFP** with an **IAQFP** endorsed, personalized **QFP Certificate**, bearing the recipient’s Full Name, Date of Issue, and Certificate number (hereinafter collectively also known as “**IAQFP Identifiers**”).

IAQFP consists of persons who have been found to, at all times, be in good standing and compliance with **IAQFP Standards**. **IAQFP therefore** acknowledges these persons by including them in the **IAQFP** Internet-based, FREE, 24/7 public resource: The **QFP Verification Registry of Qualified Financial Planners**, located at: www.IAQFP.org/qfp_registry. **IAQFP** created the **QFP Verification Registry of Qualified Financial Planners**, while at the same time openly urging and encouraging the public to use it to both verify and find **QFP—QUALIFIED FINANCIAL PLANNERS**.

Those desiring to “Register/Join,” or affiliate with us as either an **IAQFP MEMBER** or **IAQFP Associate**, and as such to participate in and to make use of **IAQFP Affiliate** resources, as well as to benefit by **IAQFP** advocacy efforts on their behalf, are welcome to “join,” but only with the understanding that **IAQFP** has a responsibility to reasonably assure the public that **IAQFP Affiliates** remain in good standing and continuous and ongoing compliance with **IAQFP Standards**.

All **IAQFP Affiliates** are deemed to have carefully and thoroughly read, fully understood, and to have fully accepted, consented, and agreed to adhere to and to at all time be bound by the terms of this **Agreement**, as well as by **IAQFP Standards**:

- **IAQFP Code of Ethics & Professional Conduct**
- **IAQFP Disciplinary Procedures & Complaint Process**
- **IAQFP Certified—Financial Planners, QFP Designation Usage Guidelines**
- **IAQFP Continuing Professional Education (“CEU”) Requirements**
- **IAQFP MEMBER & IAQFP Associate Affiliation Agreement**

As a part of becoming an **IAQFP MEMBER** or **IAQFP Associate**, such persons agree to abide by all of the terms and conditions contained in this **Agreement**.

The **IAQFP MEMBER & IAQFP Associate Affiliation Agreement**:

I, as an applicant, or as an existing or renewing **IAQFP Affiliate**, hereby stipulate, agree, and affirm that I am now, and shall so remain—throughout my **IAQFP Affiliation** including the time of my use of **IAQFP Identifiers**—in compliance with all of the terms and conditions of this **Agreement**, while also reaffirming having truthfully represented to **IAQFP** and others that:

- I have completed **IAQFP** approved education and examination having earned one or more of the **IAQFP** accepted underlying qualifying designations of Financial Planning (presently ChFC®, CFP®, PFS™, MSFS, and MS, the latter two with a concentrated study of the Financial Planning methodology), or I have been granted, due to other criteria satisfactory to **IAQFP**, use of the **QFP** or **IAQFP Identifiers** as an Honorary Awardee via **IAQFP** Administrative Conferment.
- I have a minimum of three years of experience in the field of Financial Planning.
- As an **IAQFP Affiliate**, I will at all time adhere to the terms and conditions of this **Agreement** and of the **IAQFP Standards**, to include but not be limited to the **IAQFP Code of Ethics & Professional Conduct**.
- I affirm that no governmental authority or licensing body of the US or any other foreign governmental regulatory agency, has ever found me to be, or to have been, in non-compliance or violation of any of their/its' rules, regulations, laws.
- I further affirm that my authority to practice my trade or profession has never been rescinded, or otherwise revoked, by anyone (such "revocations" that are over 10 years old at the time of your **IAQFP** Affiliation or during any ANNUAL Registration/Verification & Affiliation Selection process, that have since been fully resolved, to include full restoration of your authority, do not apply).
- I affirm that it is solely my responsibility to immediately and timely self-report, or to otherwise inform **IAQFP**, in writing and in detail, should I fall out of compliance with any of the terms of this **Agreement**, **IAQFP Standards**, or any licensing/regulatory body.

In further consideration of my initial or renewing **IAQFP Registration/Verification & Affiliation Selection**, I certify and affirm each of the following:

- I will actively conform to and support being governed by **IAQFP Bylaws & Governing** documents, this **Agreement**, and to the **IAQFP Standards**.
- I will actively conform to and support **IAQFP** duly adopted private and public organizational policy positions, and if at any time I disagree with said policies I will, in writing, notify **IAQFP** of same and that I shall agree to be removed from **IAQFP** if **IAQFP**, in its' sole discretion, so determines that to be in the best overall interests of all parties.
- I have never been found to be in non-compliance, or violation, of any governmental authority or licensing body of the US, or of any other foreign governmental regulatory body or authority (Country, State, Provincial, City, et al), of any of their/its' rules, regulations, or laws, resulting in my authority being revoked, rescinded, or otherwise terminated.

- I have never been disciplined by, expelled from, or refused affiliation in **IAQFP**, or other similar professional organization(s) for cause.
- I stipulate and agree that neither **IAQFP**, nor any of its Affiliates, officers, directors, agents or employees, shall be liable to me, individually or jointly, should this Affiliation application, or any actual Affiliation, be suspended, rejected, cancelled, non-renewed, non-extended, or in any other manner revoked by **IAQFP**.
- I hold **IAQFP** legally and financially harmless for any and all actions undertaken or under consideration to be undertaken, or implemented, stemming from any disciplinary action, which may be determined, found, sought, or taken against me, due to perceived and actual violations of **IAQFP Standards**, or of this **Agreement**.
- I will actively conform to and support that neither **IAQFP** or its individual Affiliates, officers, directors, agents or employees shall be liable to me, individually or jointly, if this application for **IAQFP Affiliation** is either approved or rejected for any reason, provided that nothing herein contained shall exonerate **IAQFP**, or any of said individuals, from liability to me for its or their gross negligence or willful misconduct.
- I attest that I am currently properly and legally licensed as a person providing Financial Planning related products and/or services to the general public by the State (or locale) in which I reside, and/or by any governmental authority or licensing body of the US, or of any other foreign governmental regulatory body or authority (Country, State, Provincial, City, et al), and for all such activities that are directly or indirectly so related to such business services or activities.
- As a benefit of **IAQFP Affiliation**, I understand and agree that **IAQFP** will seek to keep me informed of industry matters and Association programs, promotions, and updates through a variety of sources, but primarily through its website, news bulletins and email, and that I consent to be communicated with by any reasonable means **IAQFP**, in its sole discretion, so determines i.e., Phone (cell or landline), Email, Fax, Copies, Scan PDF, etc.
- I understand and agree that my application for **IAQFP Affiliation** will be declined, canceled, non-renewed or non-extended if I am or will be unable or unwilling to conform to any of the terms and conditions of this **Agreement** or the **IAQFP Standards**.

IAQFP Affiliation Obligations & Expectations:

- Once an **IAQFP Affiliate** you are only conferred **IAQFP Affiliation** status and certain limited benefits. Nothing in this **Agreement** shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties.
- You shall have no authority to make or accept any offers or representations on behalf of **IAQFP** unless so authorized in writing by the **IAQFP** Chairperson/President, or a majority Vote of the attending Board of Directors.
- You will actively conform to **IAQFP Standards** and support, and not make any statement, whether on your own website, marketing materials, or otherwise, that reasonably would contradict anything in this **Agreement** or conflict in any way with

IAQFP Standards, or the public policy positions or statements of **IAQFP**.

Limited, Conditional License, to Use the **Permission** and/or **IAQFP Identifiers**:

IAQFP grants you **Permission**, non-sub-licensable and non-exclusive, to use the **IAQFP Identifiers**, and to participate in **IAQFP**. As part of the **Permission**, you will have access to information, communications, software, photos, text, video, graphics, music, sounds, images and other materials provided by **IAQFP**. Your **Permission** is limited to individual personal use only. All other use of the content, including but not limited to modification, publication, transmission, participation in the transfer or sale of, reproduction, creation of derivative works from, distribution, performance, display, incorporation into another website, mirroring the **Permission** of **IAQFP**, or in any other way exploiting any of the content, in whole or in part, is prohibited without first obtaining **IAQFP** written consent by a Vote of a majority of its then acting Board of Directors and Chairperson/President.

You are free and encouraged, if and when you are in good standing, to use the **IAQFP Identifiers** in your business marketing materials (business cards, letterhead, email, and website), and to provide a link or reference to **IAQFP** and/or the **QFP Verification Registry of Qualified Financial Planners**.

All resources provided by **IAQFP** may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any copyright, filed in use, or intellectual property rights of any country including the United States Federal, State or City law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and another statute.

In consideration of your compliance with the terms and conditions of this **Agreement**, **IAQFP** agrees to provide the **Permission** to you. Use of the **Permission** constitutes your full agreement and consent with the each or all of the provisions, terms and conditions, of this **Agreement**. You shall not rent, sell, lease or otherwise transfer the **IAQFP Affiliation** for the benefit of a third party, and you will not utilize the **IAQFP Affiliation** in a manner that violates our conditions or applicable laws of your jurisdiction. You hereby affirm that you do not work for, and do not constitute, a government agency or body.

IAQFP reserves the right, at its sole discretion, to change, modify, add or remove portions of this **Agreement** at any time. Notification of the changes in the **Permission** or this **Agreement** will be posted on the website of **IAQFP**, typically within that section of the site where it posts its **IAQFP Standards**. **IAQFP** may change, suspend, or discontinue any aspect of the **Permission** at any time, including the availability of any **Permission** feature, database or content. **IAQFP** may also impose limits on certain features and resources, or restrict your access to parts or all of the **IAQFP Affiliation**, and/or website, without notice or liability. **IAQFP** is not responsible for guaranteeing the delivery of emails, other communications, or **IAQFP Affiliations** sent through

the Internet, any of its resources, or otherwise. **IAQFP** shall not be responsible for any delays, blocks, or filters associated with email delivery, Internet functionality, or otherwise.

If these operating guidelines or any future changes are not acceptable to you, or cause you no longer to be in compliance with this **Agreement**, you are to cancel your **IAQFP Affiliation** immediately upon such non-compliance by sending an email to Info@IAQFP.org; however, **IAQFP Affiliation Fees/Dues** are both non-refundable and shall not be subject to proration in any amount.

Your continued **IAQFP Affiliation** in **IAQFP** now, or following the posting of notice of any changes in the terms and conditions of this **Agreement**, shall constitute a binding acceptance by you of such rules, changes and/or modifications. Your right to use the **IAQFP Affiliation** or any **Permission** is at all times subject to any limits established by **IAQFP**, in its sole discretion, and as may be changed from time to time.

Registration for **IAQFP Affiliation**, Password, and Security:

IAQFP limits one **IAQFP Affiliation** account per person. You may not assign **IAQFP Affiliation** or your **IAQFP Identifiers** to anyone. To become an **IAQFP Affiliate** so you can use **IAQFP** resources, you must register/re-register by providing us with current, complete, and fully accurate information as prompted by the **Registration/Verification & Affiliation Selection Form** (the **IAQFP** "Registration Form"), which involves an ANNUAL filing/re-filing.

IAQFP Affiliates will also choose a User Name ("UN") and Password ("PW"), with their User Name being their preferred contact email address, and their PW being of their own creation, but within reasonable parameters established by **IAQFP**.

You shall provide **IAQFP** with accurate, complete, and updated registration information. You shall not knowingly provide inaccurate information with the intent to create a false identity. You agree and you shall not provide false or misleading information in the input form(s) to include but not be limited to, listing designations that you have not earned, providing a false e-mail address in any "From" field on outgoing emails; etc. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account.

You agree not to provide false or misleading information on the **IAQFP Affiliation** sign-up Form, within the **QFP Verification Registry**, or anywhere within or outside of **IAQFP**, especially when doing entries or updates to your Registry Record, including but not limited to, providing false name, credentials, Broker/Dealer, e-mail address, or any exaggerated, false or misleading statements in any "Services Description/Bio" section of the Registration Form or QFP Registry.

You agree to notify **IAQFP** immediately of any unauthorized use of your account or any other breach of security.

You agree that **IAQFP** is the neutral host of the resources and has no responsibility or liability in relation to the business opportunities that you represent as part of your use of the **Permission**, **IAQFP Affiliation**, **IAQFP Identifiers** or in or one the **QFP Verification Registry**, etc.

You shall notify **IAQFP** at Info@IAQFP.org of any known or suspected unauthorized uses of your account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password, etc. You shall be responsible for maintaining the confidentiality of your password and you are responsible for all usage and activity on your account, including the use of the account by a third party authorized by you (which is prohibited except in the case of **IAQFP** itself or its' staff) to access or to use your account.

Any fraudulent, abusive, or otherwise illegal activity may be grounds for **IAQFP** termination, suspension, or revocation of your **IAQFP Affiliate** status, along with you losing any rights to use **IAQFP Identifiers**, and may also result in **IAQFP** referring you to the appropriate law enforcement, governmental, and/or licensing agencies. You acknowledge and agree that you will promptly notify **IAQFP** if you are aware of any person (yourself included) who, in your good faith opinion, is or who intends to take unfair advantage of the **Permission** provided by **IAQFP**.

IAQFP reserves the right to send many e-mails to you for the purposes of informing you of applicable offers, changes or additions to **IAQFP Affiliation**, or any related matters or products, and about any **IAQFP Affiliation**, organizational matters, or matters that it is championing or commenting upon, and you agree and accept such communications as fully permitted by you.

IAQFP Affiliate Privacy:

It is **IAQFP** policy to respect the privacy of its **IAQFP Affiliates**. **IAQFP** will not monitor, edit, or disclose any personal information about you or your account (except as it exists at any given moment within the publicly viewable **QFP Verification Registry**), including its contents, without your prior permission to do so, unless **IAQFP** has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of **IAQFP**; (3) enforce this **Agreement** or protect **IAQFP** business or reputation, including without limitation upon termination, cancellation or suspension of this **Agreement** by **IAQFP**; (4) respond to request(s) for identification in connection with claim of copyright or trademark infringement by you, or a claim by a third party that you are using the **IAQFP Affiliation** in connection with an infringing, illegal or improper activity; or (5) act to protect the interests of its **IAQFP Affiliates** or others; (6) to provide supporting Vendors, Sponsors or Contributors with a means to inform you of their services or offerings.

IAQFP Affiliation transmits your name and/or email address with each message that you send. For more information, see our PRIVACY POLICY in the Terms of Use section of our website at www.IAQFP.org.

You agree that **IAQFP**, and its staff, may access your account, including its contents, as stated above, and/or to respond to **IAQFP Affiliation** or technical issues, or to, in general, manage and

maintain your **IAQFP Affiliation** and **QFP Registry** registration/account information record(s) without limit and as needed from time to time.

IAQFP Affiliate Conduct:

IAQFP retains the right, at its sole discretion, to determine whether or not a **IAQFP Affiliate's** conduct is consistent with the letter and spirit of this **Agreement** and any and all other **IAQFP Standards**, and may suspend for a period certain, or entirely revoke your **IAQFP Affiliation** if, in the sole discretion of **IAQFP**, your conduct is found to be inconsistent with the **Agreement** and/or **IAQFP Standards**. **IAQFP** retains the right, at its sole discretion, to determine whether or not an **IAQFP Affiliate** conduct is consistent with the letter and spirit of the terms of the **IAQFP (ANNUAL) Registration/Verification & Affiliation Selection**, this **Agreement**, **IAQFP Standards**, or Conditions, Policies or Procedures of **IAQFP** and/or of **IAQFP Standards**, and may terminate **IAQFP Affiliation** and/or remove the **IAQFP Affiliate** from the **QFP Verification Registry**, if an **IAQFP Affiliates** conduct, without restriction, is determined or found to be inconsistent with this **Agreement** and/or its' **Permission**, or **IAQFP Standards**.

Any unauthorized use of the **IAQFP Affiliation** database by any means, or resale of **IAQFP Affiliation** information, is expressly prohibited.

You agree to abide by all applicable local, state, national and international laws, and are solely responsible for all acts or omissions that occur under your **IAQFP Affiliation**, including the content of your transmissions through the **IAQFP Affiliation**. By way of example, and not as a limitation, you agree:

- Not to use **IAQFP Affiliation** data in connection with chain letters, junk email, pyramid schemes, money games, spamming, hacking, or any duplicative or unsolicited messages (commercial or otherwise);
- Not to harvest or otherwise collect information about others, including email addresses, without their consent;
- Not to create a false identity or forged email, or otherwise, attempt to mislead others as to the identity of the sender or the origin of any message or communication;
- Not to transmit through the **IAQFP Affiliation** unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
- Not to transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
- Not to libel, defame or slander any person, or infringe upon any person's privacy rights;
- Not to transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, "Phishing," or any other harmful or deleterious programs;
- Not to violate any U.S. law regarding the transmission of technical data or software exported from the United States through the **IAQFP Affiliation**;

- Not to interfere with or disrupt networks connected to the **IAQFP Affiliation** or violate the regulations, policies or procedures of such networks;
- Not to attempt to gain unauthorized access to the **IAQFP Affiliation**, Board Only web pages, other accounts, computer systems or networks connected to the **IAQFP Affiliation** or **IAQFP**, through password mining or any other means;
- Not to interfere with another **IAQFP Affiliates** use and enjoyment of the **IAQFP Affiliation** or another entity's use and enjoyment of similar **IAQFP Affiliations**, or engage in any other activity that **IAQFP** believes, whether known or unknown by **IAQFP**, could subject it to criminal liability or civil penalty or judgment.

You agree to receive any and all type of e-mail messages from **IAQFP**, and these may include, but are not limited to, Bulletins, Newsletters, **IAQFP Affiliation** or Organizational updates, news about the profession or our Association, Deliberations, Vote Calls, etc.

IAQFP also reserves the right to at any time charge or change **IAQFP Affiliation Fees/Dues**, and/or to access an **IAQFP Affiliate** data base record, or the **IAQFP Affiliation** as a whole.

If you apply for or renew **IAQFP Affiliation**, or purchase any other item from **IAQFP**, you authorize **IAQFP** to utilize its merchant account provider(s) to charge your account provided during the **IAQFP Registration/Verification & Affiliate Selection** process or application, renewal or a registration process. You authorize **IAQFP** to automatically charge your account the Affiliation Fees/Dues, annually, for the Affiliation type you have chosen in the immediate prior year, although **IAQFP** is not obligated to do so. It is your sole responsibility to keep your payment information accurate and payments current with **IAQFP**. If a payment cannot be processed, you will be denied Registration, and/or inclusion in the QFP Verification Registry, until such time that you can tender acceptable payment. If **IAQFP Affiliation Fees/Dues** are not paid by you when and as due, your **QFP Registry** listing will be suspended, or otherwise will not show in the QFP Registry, unless and until the appropriate monies are paid by you. **IAQFP** shall not issue any type of full, partial, or pro-rated refund, at any time, including but not limited to any notice of suspension, termination, cancellation, deactivation, or revocation.

You may cancel **IAQFP Affiliation** at any time by sending an email to Info@IAQFP.org. Upon termination, your access to the **IAQFP Affiliation** will end. You are responsible for all actions and charges incurred up to the time that the account is deactivated. Your Affiliate UN and PW to the site must be included by you in the cancellation request. Cancellation will take effect only when **IAQFP** confirms the receipt of the cancellation request. It is your responsibility to cancel your account and provide direct notification via email to **IAQFP** at Info@IAQFP.org.

Cancellation of your **IAQFP Affiliation** shall not automatically cancel your **IAQFP Affiliation Agreement** with **IAQFP**. Once your cancellation request has been received by **IAQFP**, your **IAQFP Affiliation** account (and all future charges) will be promptly canceled. No refunds or partial refunds are provided under any circumstances. You agree that **IAQFP** has the right or option to delete all data, files, or other information that is stored in your Affiliate

record/account if either **IAQFP** or the Affiliate cancels or terminates the **IAQFP Affiliates** account for any reason.

IAQFP may, in its sole discretion, terminate or suspend your access to all or part of the **IAQFP Affiliation** for any reason, including without limitation, any breach of this **Agreement**. Upon termination, you shall no longer be entitled to use the **IAQFP Affiliation, IAQFP Identifiers**, and any use granted here or thereunder, shall terminate and you shall immediately return or destroy all Proprietary Information; however, the terms of this **Agreement** and requirements of **IAQFP Standards**, shall otherwise remain in full force and effect (i.e. Disclaimer of Warranties, Limitation of Liabilities, Indemnification, etc.).

IAQFP does not warrant that the **IAQFP** website(s) and related websites, and/or **IAQFP Affiliations** or **Identifiers** are or will be error free or uninterrupted, and we will not be liable for the consequences of any interruptions or errors. **IAQFP** website and **IAQFP Affiliation** is distributed on an "as is" basis without warranties of any kind, whether expressed or implied. **IAQFP** shall not be responsible for any losses, damages or costs that you and/or your business may suffer when using the **IAQFP** websites and related websites, **Permission, IAQFP Identifiers**, and/or **IAQFP Affiliation**.

Responsibility of Content:

IAQFP has no control over Vendor, Sponsor, or any hyperlinks or other links throughout the **IAQFP** website. **IAQFP** provides these links for their **IAQFP Affiliates**, and the inclusion of any link does not imply any endorsement by **IAQFP** of the linked sites, their content, their owners, their offerings, their safety, or their functionality. **IAQFP** makes no representations whatsoever about any other website which you may access through the **IAQFP Affiliation** or the **IAQFP** website. When you access a linked website, page, or link please understand that it is independent of **IAQFP**, and that **IAQFP** has no control over the content on that website, and **IAQFP** accepts no implied or other warranty.

Non-Assignability:

Neither the rights nor the obligations arising under this **Agreement** is/are assignable or transferable by you, and any such attempted assignment or transfer shall be null and void, and without effect. System accounts cannot be transferred or used by anyone other than the **IAQFP Affiliate** or by **IAQFP** Administrator's. Accounts, which have been transferred to other parties, or show other activity in violation of this paragraph or **Agreement**, are subject to immediate cancellation. You are not permitted to let others access and use your **IAQFP Affiliation**, nor make your password visible to others. You may not attempt to find out the password of another user of the **IAQFP Affiliation**, the **IAQFP** website, or of any **IAQFP** Data Base.

Modification:

IAQFP may at any time modify any of the contents, terms, and conditions contained in this **Agreement**. The posting of this **Agreement** on our website is notice of any change or

modification, and is effective as posted on said date. If any modification is unacceptable to you, or if you are dissatisfied with the **IAQFP Affiliation**, or with any terms, conditions, rules, policies, guidelines, or practices of **IAQFP** in operating the **IAQFP Affiliation**, your only recourse is to terminate this **Agreement** by canceling your **IAQFP Affiliation** in writing to **IAQFP** via email to Info@IAQFP.org. Your continued participation in the program following our posting of a change notice or of a new or modified **Agreement** on our website will constitute a binding acceptance by you of any change(s).

Force Majeure:

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

Submitting Articles or Other Writings:

By submitting Financial Planning or topical or industry related articles or other writings (including but not limited to **IAQFP**, or on its' website, or in its' article Archives, or on any public forums, bulletin boards, chat rooms, blogs, Press Releases, etc.) you automatically grant to **IAQFP** a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, adapt, publish, translate, or display such "information" (in whole or part) worldwide, and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such information. By submitting, importing, or tacitly allowing such information to be used or into **IAQFP**, you acknowledge and agree that said information may be used by **IAQFP** as it so chooses. You also agree that if you cease to be an **IAQFP Affiliate**, you lose all rights and exclusivity to any such information that was imported or used in any manner by **IAQFP**. **IAQFP** may sell, delete, modify, edit or remove said information from **IAQFP** resources at any time and at its' sole discretion.

Although **IAQFP** provides some encryption to protect certain personal information, which is or may be transmitted, you understand that your information and transmissions may be intercepted and used, and that all the risk associated therewith is solely yours and yours alone.

You shall not upload to, distribute to, or otherwise publish through the **IAQFP Affiliation** or **IAQFP** any information, which is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law. **IAQFP** does not and cannot review every message posted in its community "Forums" or onto its' website that is emailed to you; therefore, you will remain solely responsible for the content of such communications and not **IAQFP**.

Idea, Article, or Other Submissions:

IAQFP both welcomes and encourages specific comments regarding the **IAQFP Affiliation**, as well as Financial Planning matters and articles. If you send us creative suggestions, ideas, notes, drawings, concepts or other information (collectively "Information"), the Information will be

deemed, and will remain, the property of **IAQFP**. None of the information will be subject to any obligation of confidentiality on the part of **IAQFP**, and **IAQFP** will not be liable or owe any compensation for any use or disclosure of the Information without limitation of any sort.

Proprietary Information:

You acknowledge that, in the course of using the **IAQFP Affiliation**, you will obtain information relating to the **IAQFP Affiliation** and/or to **IAQFP** in general ("Proprietary and/or **IAQFP Affiliates**, or **IAQFP** Board and/or Administrative Information"), and that such Proprietary Information shall belong solely to **IAQFP** and includes, but is not limited to, the private deliberations and dealings of the **IAQFP Affiliates** and/or **IAQFP Board/Administration**, et al. In regard to this Proprietary Information, you agree not to use (except as expressly authorized by this **Agreement**), or to disclose Proprietary Information without the prior written consent of the then current Chairperson/President of **IAQFP**, or unless such Proprietary Information becomes part of the public domain outside of any breach of this **Agreement** by you.

Arbitration:

Any dispute related to or arising out of this **Agreement** (including any actual or alleged breach hereof), any transactions or activities under this **Agreement**, or your relationship with us or any of our **IAQFP Affiliates** or staff, shall be submitted to confidential arbitration in whatever County of whatever State the then Chairperson/President of **IAQFP** so deems, except that, to the extent you have in any manner violated or threatened to violate our intellectual property or copyrights, we may seek injunctive or other appropriate relief in any State or Federal court in whatever legal jurisdiction within the U.S. that the then Chairperson/President of **IAQFP** so determines, and you hereby expressly consent to non-exclusive jurisdiction and venue of such courts. Arbitration under this **Agreement** shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this **Agreement** shall be joined to an arbitration involving any other party subject to this **Agreement**, whether through class arbitration proceedings or otherwise.

Miscellaneous:

The laws of the United States and the State that then Chairperson/President of **IAQFP** so deems shall govern this **Agreement**, without reference to rules governing the choice of laws. You may not assign this **Agreement**, by operation of law or otherwise. Subject to that restriction, this **Agreement** will be binding on, and inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this **Agreement** does not constitute a waiver of our right to subsequently enforce such provision or any other provision of this **Agreement**.

IAQFP Copyrights and/or Trademarks:

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