

## Francis LLC Terms of Service Agreement

This Terms of Service agreement (“Agreement”) is made by and between Francis LLC (“Francis”) and the user (“User”). A User is defined as an individual determined to be eligible by the employer (“Employer”), a client of Francis. This agreement sets forth the general terms and conditions of the User’s access to and use of the Francis mobile application (“App”). By clicking “I Accept” on the App, the User agrees to all of the terms and conditions of this Agreement. The terms of use contained herein are subject to change. Any such modifications will be posted to the App. All portions of the App which utilize software supported by a third party are subject to the Terms of Service provided by that third party.

### Privacy

If User provides personally identifiable information to Francis in connection with User’s use of the App, the use of User’s personal information shall be governed by the Francis LLC Privacy Policy. This policy is posted in the App.

Users may, through the use of the Money Advice Planner (MAP), share personal financial information. Francis agrees that the information accumulated shall not be made available to anyone. Francis may provide aggregated usage data to the Employer, upon request, which contains **no** personally identifiable information.

### Eligibility

In order to be eligible to utilize all the features of the App, the User must be determined to be eligible by the Employer, a client of Francis. The User’s rights to access and use the App are not transferable to another party. Access and use of the App must remain within the bounds of all governing laws. Francis works hard to provide quality services to the User; however, the accuracy of these services depends, in part, on the information provided by the User. Misrepresentation of Registration and Account Information is strictly prohibited. In order for the Services to function effectively, the User must also keep their Account Information current and accurate. The User represents that they are authorized to provide Francis with all Registration and Account Information and any other information necessary to facilitate use of the services.

### Description of Services

The Francis mobile App provides educational content and access to financial planning professionals to advise on financial matters (the "Services"). The App also contains financial planning software and tools. Francis is not affiliated with nor does it receive compensation from any of the service providers under the workplace retirement plan. The Employer has engaged Francis to provide financial wellness services to those they deem eligible and pays Francis for those services, either directly or through the workplace retirement plan they sponsor. Francis does not receive fees or remuneration of any kind from anyone else in connection with the services it provides.

The User understands that they are free to obtain investment advice from advisors other than Francis. Francis does not provide any legal advice. The User is, at all times, in control of all investment decisions made and is thus free to accept or reject any and all recommendations received from Francis. If investment changes are processed during an advisory session and subject to the further limitation of liability set forth below, Francis is not responsible for any losses claimed to have arisen due to the

differences between the User's investment elections and the actual investment changes made as a result of a session, unless the User notifies Francis of any such differences in writing or via e-mail within ninety (90) days of the session.

As investment returns are variable, Francis makes no guarantee of any particular investment return or result. All information provided has been obtained from sources Francis believes to be reliable; however, Francis does not guarantee the accuracy or completeness of any such information. Past performance is not a guarantee of future results. Investment returns and principal will fluctuate, and shares, when sold, may be worth more or less than their original cost.

Francis has no discretion or investment authority over User's assets. Accordingly, User is responsible for the performance of his or her investments. The value of User's investments will fluctuate over time and User may gain or lose money.

### **Tool Methodology**

The App's Money Advice Planner uses the following assumptions with retirement projections: 2% annual inflation, 6% annualized rate of return and 4% annual withdrawal rate during retirement years. The Social Security estimates used were provided by the Social Security Administration using their calculator tool as of September 5, 2019.

### **License**

By downloading the App, Francis hereby grants to User a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to install and use one copy of the App in accordance with the product documentation on any compatible device that User owns or controls and as permitted by these Terms of Service.

### **Ownership and License Restrictions**

User acknowledges and agrees that Francis and its licensors, are the sole and exclusive owners of the App, services, and App content (as defined herein), including but not limited to, any and all patents, inventions, trade secrets, know-how, copyrights, trade names, trademarks, logos, and other proprietary rights. User agrees to use the App solely for personal use, and not for service bureau, time-sharing, resale or similar purposes. This license does not allow User to install or use the App on any device that User does not own or control, and User may not distribute copies of the App or make the App available over a network where it could be used by multiple devices at the same time. User may not rent, lease, lend, sell, redistribute, or sublicense the App. User may not copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, content and data contained or displayed in the App, or any updates, or any part thereof. The terms of the license will govern any upgrades provided by Francis that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

### **Non-Commercial Use by User**

The App is for the personal use of Users of Francis' employer clients and may not be used in connection with any outside commercial endeavors. Illegal and/or unauthorized uses of the App including collection of email addresses for any purpose will be investigated for the appropriate legal action to be

taken, including without limitation, civil, criminal, and injunctive redress. Use of the App is provided with the permission of Francis and may be revoked at any time for any reason.

### **Prohibited Activities**

Francis reserves the right to investigate and/or terminate the User's membership as Francis deems necessary based on the User having misused the service, behaved inappropriately, or conducted himself/herself in an unlawful manner.

### **Disclaimers**

Francis is not responsible for any problems or malfunction of any type with any mobile network, online computer systems, servers or providers, software, or email or web traffic congestion. Francis does not guarantee or promise any specific performance or results from the use of the App. Access and use of the App may be interrupted at times for any of several reasons, including, but not limited to, the malfunction of equipment, scheduled updating or maintenance, repair of the services of any kind, or any other actions that Francis may elect to take. In no event will Francis be liable to any party for any loss of property, cost, or damage that may result from any scheduled or unscheduled downtime or the use of the App generally.

### **Account Security**

The Francis LLC Privacy Policy is located on the App under "Account Settings." The User is responsible for maintaining the confidentiality of their personal information collected during the registration process, and is fully responsible for any activities that occur. The User agrees to immediately notify Francis of any unauthorized use of their personal information or any other breach of security. The User should use particular caution when accessing their information from an unsecure public WiFi location. By providing Francis with an email address, the User consents to receive information by email. It is the responsibility of the User to promptly update Francis with his/her complete, accurate contact information. Francis does not take responsibility for updating the personal information of any user.

### **Free Content**

All educational content on the App is solely owned by Francis. User may not copy, modify, publish, transmit, distribute, perform, display, or sell any such information. Doing so may subject User to legal ramifications. Any unauthorized use is expressly prohibited. Francis does not guarantee the accuracy, completeness, or application of any information contained on the App.

### **Links**

The App may sometimes provide links to other websites which are not managed by Francis. As Francis has no control over such sites and resources, the User acknowledges that Francis is not responsible for the availability of such external sites or resources and does not necessarily endorse any such content, advertising, products or other materials on or available from such sites.

### **Modifications to Product and/or Services**

Francis reserves the right to modify, in part or in whole, or temporarily or permanently discontinue this App, the Services or any content contained therein ("App Content") for any reason and at any time

without notice to User. Francis is not liable to User for modifications, suspension, or discontinuance of the App, any Services or App Content.

### **Software Updates**

The App may automatically download and install updates from time to time from Francis. These updates are designed to improve, enhance and further develop the App and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. User agrees to receive such updates, and permits Francis to deliver such updates, as part of User's use of the App.

### **Termination**

The license is effective until terminated by User or Francis. Francis may terminate this Agreement without reason or for any reason, including, but not limited to, if Francis determines that User has violated any of the terms of this Agreement. In addition, Francis may terminate this Agreement if Francis no longer has the right to license the App or App Content for any reason.

### **No Warranty**

User expressly acknowledges and agrees that use of the App, the service, and App content is at User's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the User, to the maximum extent permitted by applicable law. The App and any services performed or provided by the App and App content are provided "as is" and "as available", with all faults and without warranty of any kind, and Francis hereby disclaims all warranties and conditions with respect to the App, services and App content, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, or fitness of a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Francis does not warrant against interference with User's use of the App or services, that the functions and App content contained in, or services performed or provided by, the App will meet User's requirements, that the operation of the App will be uninterrupted and error-free, or that defects in the App or App content will be corrected. No oral or written information or advice given by Francis or its authorized representative shall create a warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to User.

### **Limitation of Liability**

To the extent not prohibited by law, in no event shall Francis be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, or any other damages or losses, arising out of or related to User's use or inability to use the App, services or App content, however caused, regardless of the theory of liability (contract, tort or otherwise), even if Francis has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to User. In no event shall Francis's total liability for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

## **Miscellaneous**

This Agreement and the Privacy Policy constitutes the entire understanding and agreement of the parties, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to its subject matter. No delay or failure by Francis to exercise or enforce at any time any right or provision hereof will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. No waiver, modification or amendment of any provision hereof will be effective against Francis unless it is in a signed writing by Francis. User may not assign User's rights or obligations hereunder (including as a change of control) without the prior written consent of Francis. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and permitted assigns of the parties. If any provision of this Agreement or the application thereof to any party or circumstance is held to be invalid, illegal, or unenforceable in any respect, that provision to the extent permitted by law (not otherwise) shall be severed from this Agreement and shall not affect the remainder hereof, and the parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision. Francis shall not be liable to User for a failure to perform any of its obligations under this Agreement during any period in which such performance is delayed due to circumstances beyond its reasonable control. Except as otherwise required by law, all notices hereunder must be sent using the email address provided by User contained in User's registration profile or to the email contained in this Agreement.

## **How to Contact Us**

If you have any questions concerning this Agreement, how we manage information, or our Privacy Policy, or if you would like to request information about our services, please contact us:

In writing:  
Francis LLC  
19435 W. Capitol Drive  
Brookfield, WI 53045

By telephone:  
866-232-6457

And Online:  
[www.francisway.com](http://www.francisway.com)