

LifeArcPlan™ Terms of Service

By using www.lifearcplan.com (“Service”), or any services of Financial Architects & Consultants, LLC (“LifeArcPlan™”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

Violation of any of the terms below will result in the termination of your Account.

Account Terms

1. You must be a citizen or permanent resident of the United States of America.
2. THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH LifeArcPlan™. PLEASE READ IT CAREFULLY.
3. You are responsible for maintaining the security of your account and password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
4. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have accounts under your account).
5. You must be 18 years or older to use this Service.
6. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
7. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
8. You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).
9. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

API Terms

LifeArcPlan™ in its sole discretion may allow you to access the Service via the Application Program Interface (“API”). Any use of the API, including use of the API through a third-party product that accesses the Service, is bound by the terms of this agreement plus the following specific terms:

1. You expressly understand and agree that the Company shall not be liable for any damages or losses resulting from your use of the API or third-party products that access data via the API.

2. Abuse or excessively frequent requests to the Service via the API may result in the temporary or permanent suspension of your account's access to the API. The Company, in its sole discretion, will determine abuse or excessive usage of the API. The Company will make a reasonable attempt via email to warn the account owner prior to suspension.

Payments, Agreement to Conduct Transactions Electronically, Refunds, Upgrading and Downgrading Terms

1. All of your transactions with or through the Service may, at our option, be conducted electronically from start to finish. A valid credit card will be required. If we decide to proceed non-electronically, the services will still be governed by the remainder of the Terms and Conditions of this Agreement, unless you enter into different Terms on a document provided by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms and Conditions, and any other contract or disclosure that we are required to provide to you.
2. The Service is billed in advance on a basis determined by the plan selected. There will be no refunds. Full credit for partial use will be applied to any upgrade.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
4. For any upgrade in Service plan level, a new billing cycle will commence immediately; the credit card that you provided will be immediately charged the upgraded plan amount minus the prorated credit amount from the previous plan, and the card will be automatically be charged the upgraded plan amount on your next billing cycle.
5. For any downgrade in Service plan level, the credit card that you provided will automatically be charged the new downgraded amount on your next billing cycle.
6. Downgrading your Service plan may cause the loss of content, features, or capacity of your Account. We do not accept any liability for such loss. The downgrade will take effect at the end of the subscription paid for prior to downgrading

Cancellation and Termination

You are solely responsible for properly cancelling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking on the Billing link in the global navigation bar at the top of the screen. The Billing screen provides a simple no questions asked cancellation link.

1. All of your content will be inaccessible from the Service immediately upon cancellation.
2. All of your content may be immediately deleted from the Service upon cancellation. This information cannot be recovered once it has been permanently deleted.
3. If you cancel the Service before the end of your current paid up period, your cancellation will take effect immediately and you will not be charged again. There will not be any prorating of unused time in the last billing cycle.
4. LifeArcPlan™, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other LifeArcPlan™ service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account. LifeArcPlan™ reserves the right to refuse service to anyone for any reason at any time.

Enterprise Subscriptions

1. Purchasers of Enterprise subscriptions are referred to hereunder as Master Subscribers. Enterprise subscription are purchased on a “block subscription” basis. Blocks are marketed by Financial Architects & Consultants, LLC in Blocks of ten “seats” or twenty-five “seats” (“seat” refers to a subaccount for individuals authorized to access the LifeArcPlan™ system by the Master Subscriber). Larger blocks may be issued by special agreement between Financial Architects & Consultants, LLC and the Master Subscriber. Master Subscribers shall keep LifeArcPlan™ informed of changes to its individual members using “seats” covered by the Enterprise Subscription.
2. All data files created within the LifeArcPlan™ system by individuals using “seats” shall remain the property of the Master Subscriber and not of the individuals who access the “seats.”
3. Individuals accessing the LifeArcPlan™ through “seats,” upon severance of service from their Master Subscriber, may enter into an individual subscription upon the terms then in existence. However, as set forth above, all data files created during their service with the Master Subscriber remain the property of the Master Subscriber and may not be accessed by the now Individual Subscriber.

Modifications to the Service and Prices

1. LifeArcPlan™ reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the LifeArcPlan™ Site (LifeArcPlan.com) or the Service itself.

3. LifeArcPlan™ shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. All content posted on the Service must comply with U.S. copyright law. Please review our copyright compliance policy.
2. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by setting your pages to be shared publicly, you agree to allow others to view and share your content.
3. LifeArcPlan™ does not pre-screen content, but LifeArcPlan™ and its designees have the right (but not the obligation) in their sole discretion to refuse or to remove any content that is available via the Service.
4. The look and feel of the Service is copyright © Financial Architects & Consultants, LLC All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from LifeArcPlan™.

General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Technical support is only provided via email.
3. You understand that LifeArcPlan™ uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. A current list of vendors is available upon request.
4. You must not modify, adapt or hack the Service.
5. You must not modify another website so as to falsely imply that it is associated with the Service or LifeArcPlan™.
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by LifeArcPlan™.
7. We may, but have no obligation to, remove content and Accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

8. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any LifeArcPlan™ customer, employee, member, or officer will result in immediate account termination.
9. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
10. LifeArcPlan™ reserves the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers. LifeArcPlan™ will reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
11. LifeArcPlan™ does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
12. You expressly understand and agree that LifeArcPlan™ shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if LifeArcPlan™ has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
13. The failure of LifeArcPlan™ to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and LifeArcPlan™ and govern your use of the Service, superseding any prior agreements between you and LifeArcPlan™ (including, but not limited to, any prior versions of the Terms of Service).
14. Questions about the Terms of Service should be sent to support@lifearcplan.com.

Governing Law, Venue and Dispute Resolution.

- a. GOVERNING LAW AND VENUE . THESE TERMS AND THE USE OF LifeArcPlan™ WILL BE GOVERNED BY TENNESSEE LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

b. **DISPUTE RESOLUTION. THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH LifeArcPlan™. PLEASE READ IT CAREFULLY.**

The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) against LifeArcPlan™, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "LifeArcPlan™") arising out of or relating to this Agreement, the Product, LifeArcPlan™ advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration. The Arbitration will be conducted before one (1) independent and impartial arbitrator. The arbitration hearing shall take place in Nashville, Tennessee and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitrator shall base his or her award on the terms of this Agreement, and will follow the law and judicial precedents that a United States District Court Judge sitting in the county of Davidson, Tennessee would apply to the Dispute. The arbitrator shall render his or her award in writing and will include the findings of fact and conclusion of law upon which his or her award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. The existence or results of any negotiation, mediation or arbitration will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph.

THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT

OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Future Enhancements

Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.