

# Holberg Financial Terms of Use

Thank you for selecting the Services offered by Holberg Financial, LLC (referred to as “Holberg Financial”, “HF”, “we”, “our”, or “us”) on this website and related applications. Holberg Financial’s services and website are intended entirely for the benefit of individual users of the service, and of employers who wish to provide a valuable benefit to their employees. Our goal is to help users learn about personal finances, get a holistic overview of their financial situation, and to help set, track, and ultimately meet their financial goals and dreams. The information we collect concerning our users will not be used for any other purpose, will not be sold and will not be disclosed to third parties without your permission.

This document consists of two parts: (1) the Terms of Use of Holberg Financial’s services and web site, and (2) a Privacy Policy that describes what information we collect from our Subscribers and how we may use it. Please review both parts (together “Agreement”) thoroughly. This Agreement is a legal agreement between you and Holberg Financial. By clicking “Sign Up,” indicating acceptance electronically, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then do not indicate acceptance of the Agreement, and do not use the Services. Alternatively, by signing this document, you are indicating and agreeing to these terms.

Effective June 16, 2017

## Scope

Holberg Financial is a Registered Investment Adviser through FINRA and a financial information service that allows users to input their personal financial information so we can help users track their personal finances and help them to set, track, and meet their financial goals. This Agreement describes the terms governing your use of the Holberg Financial services provided to you through Holberg Financial’s websites, software, newsletters, and other programmatic elements including content, updates and new releases (collectively, the “Services”). This Agreement may be modified by Holberg Financial from time to time, such modifications to be effective upon posting by Holberg Financial on the web site. It includes by reference:

- [Holberg Financial’s FINRA Brochure.](#)
- [Holberg Financial’s Privacy Policy.](#)
- Any terms provided separately to you for the Services, including for example, web or email product or program terms, ordering, activation, pricing and payment terms, if applicable, for the Services.

## Your Rights To Use The Services And Restrictions

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the limited right to use the Services, and Holberg Financial reserves all rights of ownership in the Services not expressly granted to you in writing here. Subject to the termination provisions set forth below, for so long as you meet any applicable payment obligations and comply with this Agreement, Holberg Financial grants to you a personal, limited, nonexclusive, nontransferable right to use the Services that is valid only for the period of use provided in the ordering and activation terms, and only for the purposes described by Holberg Financial on the website for the Services. If, notwithstanding the foregoing you grant access to your account or the Services to any other person, you will be in violation of this Agreement and you will be solely responsible for any actions taken by any such person, as well as any damages or losses caused by any such person to you, Holberg Financial, or others. You may use the software only on a Device owned or controlled by you, solely for your own individual, non-commercial use. This Agreement will also govern any updates and/or upgrades to the software that are made available by Holberg Financial to you, unless such updates or upgrades are accompanied by a separate license agreement, in which case the terms of that license agreement will supersede this Agreement.

You agree not to use the Services or content on this website in a manner that violates any applicable local, state, federal or international law, regulation or this Agreement. For example, unless authorized by Holberg Financial in writing, you agree you will not:

1. Use, employ, or attempt to use or employ any robot, spider, scraper, deep link or other similar automated data gathering or extraction program, tool, utility, algorithm or methodology to access, acquire, copy or monitor any portion of the Services, without Holberg Financial's express written consent, which may be withheld in Holberg Financial's sole discretion;
2. Use, employ, or attempt to use or employ any engine, software, tool, agent, or other device or mechanism (including, without limitation robots, spiders, avatars, intelligent agents, or browsers) to navigate or search the Services, other than the search engines and search agents available through the Services and other than generally available third-party web browsers (such as Mozilla Firefox, Microsoft Internet Explorer, or Google Chrome);
3. Post, upload, forward, or otherwise transmit any file or software code which contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services; or
4. Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services.
5. Reproduce, duplicate, copy, deconstruct, sell, trade or resell the Services.
6. Attempt to access any other Holberg Financial systems that are not part of these Services.
7. Excessively overload the Holberg Financial systems used to provide the Services.

The foregoing list provides examples only and is non-exclusive. If you violate any of these terms, this Agreement and your right to use the Services may be terminated by Holberg Financial in its sole discretion.

You are solely responsible for maintaining and securely managing your password(s) for access to the Services. If you become aware of any unauthorized access to your Services account, theft or loss of your password, you agree to contact Holberg Financial immediately by emailing [info@holbergfinancial.com](mailto:info@holbergfinancial.com).

The Services may periodically be updated with tools, utilities, improvements, or general updates to improve and enhance the features and performance of the Services. You agree to receive these updates automatically as part of the Services.

You are responsible for your own actions while using the Services. In particular, you should not use the Services while driving or at any other time when use of the Services may disrupt your attention to other matters and result in injury to yourself or others.

## **Information You Provide to Holberg Financial**

When you use the Services you create a personal profile and upload your financial information to Holberg Financial's facilities. You warrant and represent that you own or otherwise have a right to provide, all of the information you provide through your use of the Services. (the "Content"). You agree that Holberg Financial is not responsible for your choices of and changes to any Content you provide in the course of using the Services. You agree that you will not use the Services to share, store, or in any way distribute financial data for purposes that are not in accordance with the law. Any Subscribers suspected of having used the Services to acquire, provide or share information for purposes that include fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their financial data erased, and may be reported to law enforcement officials in the appropriate jurisdictions. Holberg Financial is not responsible for any violations of law that may result from the Content or data you submit on the website.

You agree not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

1. Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information that could lead to criminal or civil liability under any local, state, federal or foreign law;
2. Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
3. Virus, trojan horse, worm, spyware, spamware, malware or other disruptive or harmful software or data; and

4. Any information, software or Content which is not legally yours and may be protected by patent, copyright, trade secret or other proprietary right, or derivative works thereof, without permission from the copyright owner or intellectual property rights owner.

Holberg Financial may freely use feedback you provide. You agree that Holberg Financial may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Holberg Financial a perpetual, worldwide, fully transferable, sublicenseable, non-revocable, non-terminable, fully paid-up, royalty free license to use the feedback you provide to Holberg Financial in any way.

Holberg Financial may monitor your Content from time to time. Holberg Financial may, but has no obligation to, monitor content on the Services. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Holberg Financial or its customers, or operate the Services properly. Holberg Financial, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, believed to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

You hereby acknowledge that Holberg Financial may, from time to time, establish general practices and limits concerning the use of the Services, including without limitation the maximum number of days that Content will be retained by Holberg Financial. You further acknowledge and agree that Holberg Financial reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice: except that material changes to the Privacy Policy will be communicated to Subscribers as described in the Privacy Policy, "Changes to this Notice."

## **Use and Validity of E-Mail Notices; E-mail Account**

By providing your e-mail address to Holberg Financial, you agree that Holberg Financial may provide, and that you will accept and receive, all required notices from us electronically, to that e-mail address or such other e-mail address as you designate. If you wish to receive notices at another address, it is your responsibility to notify us of any updates or changes, as appropriate, by updating your user profile and contact preferences. Required and other notices and communications from us will be provided in HTML (or, if your system does not support HTML, in plain-text) format either in the text of the applicable e-mail or through an embedded link to the appropriate page on our website, which should be accessible through any standard, commercially available internet browser. Notwithstanding the foregoing, Holberg Financial may in its sole discretion from time to time elect to provide required notices or other communications to you by any other means it deems appropriate. Additionally, and notwithstanding anything to the contrary, if you are enrolled in the Services under an employer or third party sponsored program, Holberg Financial may impose limits or prohibitions on the use of non-employer or non-sponsoring entity e-mail accounts that may restrict or limit your ability to use a personal or other e-mail account in

conjunction with the Services. In using the Service, you also should be aware of any employer restrictions on communications through employer-provided communications facilities.

Any legal notices by you to Holberg Financial relating to this Agreement should be sent by you to Holberg Financial by e-mail to the following address: [info@holbergfinancial.com](mailto:info@holbergfinancial.com).

## **Account Security**

You are responsible for maintaining the privacy and security of your password and other security information. You are also responsible for maintaining the integrity of your hardware and operating system to prevent viruses, spyware or other malicious software from stealing your password information or data. Holberg Financial bears no responsibility for unauthorized access to your account as a result of your failure to follow appropriate security precautions.

If you should become aware of any unauthorized use of your account or user information, or if you otherwise believe that your account has been compromised, you agree to immediately notify Holberg Financial by e-mail to: [info@holbergfinancial.com](mailto:info@holbergfinancial.com).

## **Other Holberg Financial And Third Party Products And Services**

We may offer to you other services, features, products, applications, online communities, or promotions provided by Holberg Financial. If you decide to use any of these other services, additional terms and conditions. Holberg Financial does not recommend other services, features, products, applications, online communities, or promotions that in any way earn us additional fees, revenue, remuneration, or non-monetary benefits. These are recommended solely for the user's benefit.

Holberg Financial provides links to third-party websites providing services that we believe may be of interest to Holberg Financial users. If you decide to use any third party products or access any Third Party Sites, you are responsible for reviewing the third party's separate product terms, website terms and privacy policies.

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## **Alerts**

Holberg Financial may provide automatic or voluntary account-related alerts from time to time. Holberg Financial may deliver these alerts to your computer, mobile phone, or other device or by such other method of using the Services that you select and Holberg Financial supports.

Automatic alerts may be sent to you following certain changes made to your Holberg Financial account, such as a change in your account information.

Voluntary account alerts initially may be turned on by default as part of the subscription and enrollment process for the Services. They may then be customized, modified, deactivated or reactivated by you through changes to your account settings. Holberg Financial may add new alerts from time to time, or may cease to provide certain alerts at any time in its sole discretion. Each alert will have different options available, and you may be asked to select from among these options upon activation of your alerts service.

Electronic alerts may be sent by us to the email address, mobile phone number or other contact information or account you have provided as your primary email address, mobile phone number, or other contact address for the Services and you may subsequently set your alerts to go to one or more accounts or devices. If your contact information changes, you are responsible for informing us of that change. Changes to your contact information will apply to all of your alerts.

Alerts to mobile phone numbers may trigger charges from your mobile carrier or other third parties. To the extent that Holberg Financial is assessed fees by any mobile carrier or required to pay fees to

any mobile messaging aggregator or vendor in order to provide mobile alerts, Holberg Financial will pass-through such charges to you.

Because alerts are not encrypted, we will never include your password.\* Anyone with access to your email, mobile phone, or other device or accounts receiving alerts will be able to view the content of these alerts and it is your responsibility to maintain the privacy and security of this information. Furthermore, if your computer, mobile phone, or other device or account that is receiving or previously has received alerts is lost, stolen, or misplaced, or is otherwise compromised, Holberg Financial is not and cannot be responsible for any information or alerts that may be accessed by third parties and you are encouraged in any such case to immediately change your password and login ID from a secure device.

Any automatic or voluntary alerts provided by Holberg Financial may be delayed, blocked, or prevented by a variety of factors. While Holberg Financial will use reasonable efforts to provide alerts in a timely manner with accurate information, we can neither assure nor guarantee the timely delivery or the accuracy of the information contained in any alert. You agree that Holberg Financial will not be liable or responsible for: any delays, blockage, failure to deliver, or misdirected delivery of any alert, any errors in the information contained in an alert; or for any actions taken or omitted to be taken by you or any third party as a result of or in reliance upon any alert provided by us or not delivered by us.

\*For purposes of clarity, if you request a password reset, we may email a temporary password to you. We don't consider this an alert.

## **Payment**

For Services offered on a payment or subscription basis, the following terms in our [FINRA Brochure](#) will govern the Payment and supercede any information in this Payment section. These additional terms apply, unless Holberg Financial notifies you otherwise in writing or unless your subscription has been paid for by a third party such as an employer, in which case your subscription is covered under an agreement with that third party. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on any website for the Services.

You must pay with one of the following:

1. A valid credit or debit card acceptable to Holberg Financial;
2. By any other payment option made available by Holberg Financial.

If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.

Holberg Financial will automatically renew your subscription at current rates at the time of renewal and for the term of your most recent subscription, unless the Services are canceled or terminated under this Agreement.

Additional cancellation or renewal terms may be provided to you on the website for the Services.

## **Disclaimer Of Warranties; Limitation Of Liability**

YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. HOLBERG FINANCIAL, ITS PARTNERS (INCLUDING EMPLOYERS THAT SPONSOR SERVICES ACCOUNTS) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, UPTIME OR CONTINUITY OF THE SERVICES, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. HOLBERG FINANCIAL AND ITS PARTNERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

HOLBERG FINANCIAL AND ITS PARTNERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS, EACH AS AMENDED AND IN EFFECT FROM TIME TO TIME. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW.

LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF HOLBERG FINANCIAL, AND ITS PARTNERS FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT YOU PAID TO HOLBERG FINANCIAL FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM OR \$100. HOLBERG FINANCIAL AND ITS PARTNERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) ANY AND ALL INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) ANY AND ALL DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS; CORRUPTION, SECURITY, LOSS OR THEFT OF DATA,



VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET HOLBERG FINANCIAL SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF HOLBERG FINANCIAL AND ITS PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF HOLBERG FINANCIAL AND ITS PARTNERS AS WELL AS YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE AND YOUR AGREEMENT TO THESE PROVISIONS AND LIMITATIONS IS A MATERIAL INDUCEMENT TO HOLBERG FINANCIAL TO ENTER INTO THIS AGREEMENT WITH YOU AND PROVIDE YOU ACCESS TO THE SERVICES AND OTHER OFFERINGS PROVIDED BY HOLBERG FINANCIAL.

## **Indemnification**

You agree to indemnify and hold Holberg Financial and its partners harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Holberg Financial reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Holberg Financial in the defense of any Claims.

## **Changes To This Agreement Or The Services**

We may change this Agreement from time to time, and the changes will be effective when posted on Holberg Financial's website for the Services, through Holberg Financial's account notification procedures or when we notify you by other means. Please review this Agreement periodically on this website for changes. We have the right to change any of the terms of this Agreement upon reasonable notice to you. We may also change or discontinue the Services, in whole or in part, including but not limited to, the Internet based services, pricing, technical support options, and other product-related policies. Your continued use of the Services after Holberg Financial posts or otherwise notifies you of any changes, indicates your agreement to the changes. This Agreement may be modified only as provided in this section.

## **Termination**

Holberg Financial may immediately and without notice terminate this Agreement or suspend the Services provided to you, if you fail to comply with these terms. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Holberg Financial's rights to any payments due to it. Our Brochure, Privacy Policy and the following sections of this Agreement will survive and remain in effect even if the Agreement is terminated, canceled or rescinded: Disclaimer Of Warranties; Limitation Of Liability; Indemnification; Copyright And Trademark Notices; Governing Law And Jurisdiction; and General.

You may cancel your account or any part of the Services at any time; provided that Holberg Financial reserves the right, in its sole discretion, whether or not to refund any pre-paid fees upon such termination or cancellation. Holberg Financial reserves the right to collect fees, surcharges or costs incurred before you cancel your account in addition to any applicable cancellation fee(s).

Upon termination of your account for any reason, Holberg Financial reserves the right to (a) collect all charges, fees, commitments and obligations incurred or accrued by you; (b) delete any of your Content or other information in connection with your Account; (c) prohibit your access to your Account, including without limitation by deactivating your password; and (d) refuse your future access to the Services.

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## **Governing Law And Jurisdiction**

The internal, substantive laws of the State of Illinois governs this Agreement without regard to its conflicts of laws provisions. As a material inducement to Holberg Financial to enter into this Agreement and provide you access to the Services, you agree that to resolve any legal dispute arising from this Agreement, you and Holberg Financial agree to the exclusive jurisdiction of state or federal courts located in Chicago, Illinois. Holberg Financial does not represent that information on the website for the Services is appropriate or available for use in all countries. Holberg Financial prohibits accessing materials from countries or states where contents are illegal. You are accessing this website on your own initiative and you are responsible for compliance with all applicable laws.

## **General**

You represent and warrant that you are at least 18 years of age. This Agreement is the entire agreement and understanding between you and Holberg Financial and replaces and supersedes all prior understandings, communications, commitments, and agreements, oral or written, regarding its subject matter. If any court of competent jurisdiction rules that any part of this Agreement is invalid, illegal, void or unenforceable, then such part of this Agreement will be removed and severed from this Agreement without affecting the validity, enforceability, and effectiveness of the remainder of this Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Holberg Financial's right and remedies under this Agreement are intended to be cumulative and any failure by Holberg Financial to exercise or enforce any of its rights or remedies under or in connection with this Agreement or to which Holberg Financial is entitled under any applicable law, will not constitute or be taken or construed as a waiver of any of Holberg Financial's rights or remedies, all of which will still be and remain available to Holberg Financial. By signing this agreement, you also agree to receive e-mail communication from Holberg Financial unless you respond that you would like for your address to be removed from this list.

### **Variations in Terms for Employer or Third Party Sponsored Programs**

If you are enrolled in the Services under an employer or third party sponsored program, the provisions of these Terms of Use as applied to you may vary in one or more ways from those set forth above, but only if you are notified in writing.