

## TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. These Terms and Conditions govern your access and use of 2Objects (“2Objects”) including all features and functionalities, our website and all content and software associated therewith. By using, visiting, or browsing the 2Objects service, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not use the 2Objects service, including our website and any materials provided.

These Terms of Use are an ongoing contract between you and 2Objects and apply to your use of the 2Objects service as made available. They affect your rights and you should read them carefully.

### 2Objects Support Team

2Objects is happy to answer any questions you may have and to provide you with customer support. Our office hours are Monday-Thursday, 8:30am-5:00pm Central time and Friday 8:30am-2:00pm Central time. If you contact us outside of our normal office hours, we will respond the next business day.

**Email:** support@2objects.com

**Phone:** (877) 556-3101

**Mailing address:** 2Objects  
2768 Superior Dr NW, Ste A  
Rochester, MN 55901

**Website:** www.2objects.com

### Membership and Billing

- **\$1 Trial Membership – Expired as of 9/15/2011: Contact [Support@2objects.com](mailto:Support@2objects.com) for a copy of the Term and Conditions applicable prior to 9/15/2011**
- **Billing**

By starting your 2Objects membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee at the then current rate to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. To find out the commencement date for your next

renewal period, contact our customer support team at the email or phone number set forth at the top of this Agreement.

Recurring payments are collected on the same day of the month unless the recurring payment date falls on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup>. If the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> is absent in a particular month you will then be billed the last day of that month. (i.e. If billing date is the 31<sup>st</sup> - In September, you will be billed on the 30<sup>th</sup> of the month, since September has only 30 days. Then, in October, your billing date would revert back to the 31<sup>st</sup>).

All fees and charges are fully earned upon payment. Payments are nonrefundable and **THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS**. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members. The amount and form of such considerations, and the decision to provide them, are at our sole and absolute discretion. The provision of consideration in one instance does not entitle you to considerations in the future for similar instances, nor does it obligate us to provide considerations in the future, under any circumstance. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information by logging in to the 2Objects member website and clicking on the "My Profile" button. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

- **Ongoing Membership**

Your 2Objects membership is \$500 per month membership rate unless and until you cancel your membership or we terminate it. You must cancel your membership at least 1-day prior to your recurring payment date in order to avoid billing of the next month's membership fees to your Payment Method. We will bill the monthly membership fee to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

- **Cancellation**

You may cancel your 2Objects membership at anytime, and cancellation will be effective immediately. **WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS**. To cancel your membership, login to the 2Objects member website, click "My Profile" and click "Cancel Membership" at the bottom of that page. Upon cancellation, your access to 2Objects services including but not limited to the 2Objects member website, marketing systems, audios, software, and coaching calls will be immediately terminated.

You are licensed to use all of 2Objects materials as long as you are a member. Upon cancellation of your membership, however, you are no longer authorized to use any of the marketing systems, materials, scripts, audio files, etc. that you previously had access to during your membership with 2Objects.

2Objects reserves the right to recover damages for failure to adhere to these Terms and Conditions. The damages shall be deemed to be, as liquidated damages and not as a penalty, an amount equal to \$100 per day for each day the cancelled member is in violation of these Terms and Conditions. 2Objects shall recover any attorney's fees, costs, and expenses reasonably incurred to enforce these Terms and Conditions should the need occur.

You must cancel your membership at least 1-day prior to your recurring payment date in order to avoid billing of the next month's membership fees to your Payment Method.

## **Right to Terminate**

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

## **Account Access**

- **Passwords**

You are responsible for taking all reasonable steps to ensure that no unauthorized person will have access to your passwords for access to the 2Objects website or materials. It is your sole responsibility to control the distribution and use of your password; (2) authorize, monitor and control access to and use of your password and accounts; and (3) promptly inform us if you need to change or deactivate a password. You are not authorized to disclose your password to anyone or share your account with other people.

- **Identity Protection**

If you find that you're a victim of identity theft and it involves a 2Objects account, you should notify customer support. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. Also, you should be mindful of any emails requesting that you submit credit card or other account information. These types of emails, also known as phishing emails, can result in identity theft. Always access your sensitive account information by going directly to the 2Objects website and not through a hyperlink in an email, even if it looks official. 2Objects reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from

what it believes to be fraudulent activity. 2Objects is not obligated to credit or discount a membership for holds placed on the account by either a representative of 2Objects or by the automated processes of 2Objects.

### **Links to Third Party Sites**

This Site may contain links to Websites controlled by parties other than 2Objects (the "Third Party Sites"). 2Objects is not responsible for and does not endorse or accept any responsibility for the availability, the contents or use of the Third Party Sites or any Website accessed from a Third Party Site, or any changes or updates to such sites. 2Objects is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by 2Objects of the Third Party Site. You acknowledge that you bear all risks associated with access to and use of content provided on Third Party Sites and agree that 2Objects is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on a Third Party Site.

### **Disclaimers of Warranties and Limitations on Liability**

THE 2OBJECTS SERVICE, INCLUDING OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE 2OBJECTS SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE 2OBJECTS SERVICE, OUR WEBSITE AND USER INTERFACES, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH. 2OBJECTS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE 2OBJECTS SERVICE, INCLUDING USE OF OUR SOFTWARE OR FUNCTIONALITIES, WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT 2OBJECTS MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE 2OBJECTS SERVICE, INCLUDING FEATURES, WITHOUT COMPENSATION OR NOTICE TO YOU. Without limiting the foregoing, we and our licensors assume no liability or responsibility for any of the following: (i) errors or omissions in the content delivered by the 2Objects service or on the 2Objects website; (ii) recommendations or advice of Customer Support; (iii) any failure or interruption in the availability of the 2Objects service and/or website; (iv) display of any content contained on the 2Objects website or otherwise through the 2Objects service; and (v) any losses or damages arising from the use of the content provided on the 2Objects website or otherwise through the 2Objects service itself, including the website. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not

represent or warrant that the information accessible via our site is accurate, complete or current. We do not represent or guarantee that your use of the 2Objects service will be free from interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon 2Objects or its affiliated parties.

## **Indemnity**

IN NO EVENT SHALL 2OBJECTS, OR ITS SUBSIDIARIES, OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE 2OBJECTS SERVICE, INCLUDING OUR WEBSITE, AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR OTHERWISE RELATED TO THE 2OBJECTS SERVICE, ANY 2OBJECTS SOFTWARE OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE 2OBJECTS SERVICE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE 2OBJECTS SERVICE, INCLUDING OUR WEBSITE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH EXCEED THE AMOUNT OF ONE MONTH'S MEMBERSHIP FEE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION OR OTHER SECTIONS OF THESE TERMS OF USE TO BE UNENFORCEABLE, THEN THOSE PORTIONS DEEMED UNENFORCEABLE SHALL BE SEVERED AND THE TERMS OF USE SHALL BE ENORCED ABSENT THOSE PROVISIONS AND ANY LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

## **Intellectual Property**

- **Copyright**

The 2Objects service, including all content provided on the 2Objects website or delivered to members as part of the service, including marketing systems, audios and scripts, text, graphics, logos, designs, photographs, button icons, images, and software, are the property of 2Objects and are protected by United States and international copyright laws or other intellectual property laws and treaties. The compilation of all content and any software or other materials provided by 2Objects on our website or in connection with the 2Objects service are the

exclusive property of 2Objects and its licensors and are protected by the copyright and trade secret laws in the territories in which the 2Objects service operates and by international treaty provisions. Content shall not be reproduced or used without express written permission from 2Objects. You agree to adhere to the restrictions set forth under "Limitations on Use." You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the 2Objects service. 2Objects reserves the right to terminate your membership hereunder if 2Objects, in its sole and absolute discretion, believes that you are in violation of this paragraph, such violations including the copying or other unauthorized use of our proprietary content. The use of the 2Objects service is solely for your personal use, and is not to be shared with other financial professionals or any organization.

### **Limitations on use**

The marketing system and all programs, images, handwritten notes, and copy developed hereunder and all copies thereof are proprietary to 2Objects and title thereto remains in 2Objects. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software are and shall remain in 2Objects. The undersigned shall not sell, transfer, publish, disclose, display or otherwise make available the marketing system or copies thereof to others. All copies made by the undersigned of the marketing materials and other programs developed hereunder, including translations, compilations, partial copies with modifications and up-dated works, are the property of 2Objects. Violation of any provision of this paragraph shall be the basis for immediate termination of this Agreement.

### **Electronic Communications**

By using the 2Objects service, you consent to receiving electronic communications from 2Objects. These communications will include notices about your account (e.g., password change confirmation e-mails and other transactional information) and information concerning or related to our service. These communications are part of your relationship with 2Objects and you receive them as part of the 2Objects membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

### **Jurisdiction**

You agree that exclusive jurisdiction for any dispute with 2Objects, or any problems relating to your use of the internet site, resides in the courts of the State of Minnesota. You also agree and consent to the exercise of personal jurisdiction in the courts of the State of Minnesota in connection with any dispute including any claim involving 2Objects or its employees, officers and directors.

*Last Updated: September 15, 2011*