

## FTJ FundChoice WEBSITE TERMS OF USE

Effective Date: June 1, 2015

This Terms of Use ("Agreement") is made by and between you ("You" or "Your") and FTJ FundChoice, LLC ("FTJFC", "We" or "Our" or "Us"), located at 2300 Litton Lane, Suite 102, Hebron, Kentucky 41048. By using the FTJFC website ("Website"), You agree to abide by all of the terms and conditions set forth in this Agreement. We reserve the right to change this Agreement from time to time by posting a notice of such change on Our Website. It is Your responsibility to check the Website and this Agreement from time to time for modifications. Continued use of the Website after any modifications of this Agreement will constitute acceptance of such modifications.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE WEBSITE OR ANY INFORMATION CONTAINED ON THIS WEBSITE. YOUR ACCESS AND USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH BELOW.

1. **Ownership.** The Website, including without limitation, any information, software, photographs, images, video, audio, graphics, or text on the Website ("FTJFC Content"), and all patent, copyright, trademark, trade dress, domain name, trade secret, and other proprietary rights therein are the sole property of FTJFC and various third party owners. You agree to abide by all applicable intellectual property laws and any additional restrictions set forth on the Website in relation to FTJFC Content.
2. **Limited License; Permitted Uses.** You are granted a single non-exclusive, non-transferable, revocable license (a) to access and use the Website strictly in accordance with this Agreement; (b) to use the Website solely for personal purposes; and (c) to print out discrete portions of the FTJFC Content from the Website solely for personal purposes, provided that You maintain all copyright and other policies contained therein. You agree that You are solely responsible for acquiring and maintaining a computer that can handle and access the Website.
3. **Use of Website.** By using the Website, You represent that You are at least 18 years old and are a resident of the United States, and that You are accessing and reviewing information on the Website that You are authorized to access and review. If You are under 18 or not a U.S. resident, do not use the Website. FTJFC does not intend for the Website to be used by children. Except as expressly authorized herein, you may not reproduce, copy, transmit, sell, license, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit the FTJFC Content in any manner (including electronic, print or any other media now known or hereafter developed). FTJFC may change or restrict Your use of the Website at any time without notice. You also agree not to use the Website for any unlawful purpose or in any manner that could damage, disable, overburden or impair any server, or the network(s) connected to any server of FTJFC, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to the Website or any services, other accounts, computer systems or networks connected to any server or to any of the services, through hacking, password mining or any other means. Any and all caching, hypertext linking to the Website or framing of any FTJFC Content is prohibited without FTJFC's prior written consent. FTJFC reserves the right to disable any unauthorized links or frames. In addition, you agree to not reverse engineer, disassemble, or decompile any section or technology on the Website.
4. **Potential Disruption of Service.** Access to the Website may from time to time be unavailable, delayed, limited, or slowed due to, among other things: (a) hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; software failure, including among other things bugs, errors, viruses, configuration problems, incompatibility of systems, utilities, or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular Information, documents or other content; (b) overload of system capacities; (c) damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disasters; (d) interruption (whether partial or total) of power supplies or other utility service; (e) strikes or other stoppage (whether partial or total) of labor; (f) governmental or regulatory restrictions, exchange rulings, court or tribunal orders, or other human intervention; or (g) any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of FTJFC.
5. **Monitoring by FTJFC.** FTJFC, its affiliates and agents (including Third Party Service Providers) are entitled, but not obligated, to monitor Your use of the Website to evaluate the quality of service You receive, Your compliance with this Agreement, the security of the Website, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which FTJFC, its affiliates and agents (including Third Party Service Providers) monitor your use of the Website and enforce or fail to enforce this Agreement or any other applicable agreements or guidelines. In no event will FTJFC, its affiliates, agents and Third Party Service Providers be liable for any costs, damages, expenses or any other liabilities incurred by You as a result of any monitoring activities.
6. **Trademarks.** The name FTJ FundChoice® is a protected mark of FTJFC. Unauthorized use of trademarks, service marks or logos owned by FTJFC is strictly prohibited and may also be a violation of federal and state trademark laws.
7. **Copyright.** The Website and the FTJFC Content is protected by U.S. copyright laws. The Website, the FTJFC Content, and the intellectual property rights contained therein are owned by FTJFC, its affiliates, and certain third party providers. Except as expressly provided under "Use of Website" section above, You may not use, reproduce, modify, transmit, distribute or publicly display any part of the Website or FTJFC Content without the prior written consent of FTJFC.
8. **Third Party Links.** The Website may contain links to third party websites. FTJFC makes no representation regarding the content or accuracy of any website that You may access through the Website. FTJFC does not monitor and is not responsible for the content found on other websites that are linked from the Website. FTJFC does not imply endorsement, recommendation or sponsorship for any linked website or the services, products or advice described on the site, and FTJFC shall have no liability for its content, including its accuracy, subject matter, quality or timeliness, or any personal information that You provide to such site. USE OF SUCH THIRD PARTY WEBSITES IS AT YOUR OWN RISK. The views, opinions, statements, offers or other information or content expressed therein are those of the respective author(s) or distributor(s), not of FTJFC.
9. **Use of Third Party Service Providers.** FTJFC may use third party service providers to assist in providing the Website and any of the FTJFC Content with or without notice to you (each a "Third Party Service Provider" and collectively the "Third Party Service Providers"). FTJFC may also change the Third Party Service Providers or may itself provide the Website and any of the FTJFC Content without the assistance of any Third Party Service Provider. You consent and authorize FTJFC to delegate the authorizations you provide to Us to Our Third Party Service Providers as We deem necessary or desirable to provide the Website and any of the FTJFC Content to You. You agree that the terms and conditions of this Agreement, including any

other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of this Agreement. You also agree that all references to FTJFC within this Agreement and any incorporated terms are also deemed to include, where applicable, FTJFC's agents, such as the Third Party Service Providers.

10. Third Party Services. We may allow access to or advertise certain third-party product or service providers ("Merchants") from which You may purchase certain goods or services. You understand that We do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between You and Merchants. You agree that use of or purchase from such Merchants IS AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.
11. Third Party Merchant Policies. All rules, policies (including privacy policies) and operating procedures of Merchants will apply to You while on any Merchant sites. We are not responsible for information provided by You to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.
12. No Investment Advice or Recommendations. Although the Website and FTJFC Content may include material about investment processes, advisory services provided by your advisor, as well as research commentary relating to various securities, FTJFC is not providing investment advice through the Website and does not represent that any such funds or other investments are suitable. You and your advisor have made Your own independent evaluation of the investment merits and suitability of any listed funds or other investments. The Website and any of the FTJFC Content shall not be deemed to be a solicitation, recommendation, or endorsement of a transaction by FTJFC or any Third Party Service Provider. The Information may reflect individual authors' analyses as of the published date. You and Your advisor may have different, and possibly less favorable, analyses. You also acknowledge that the FTJFC Content does not constitute legal, tax, investment, financial or other advice.
13. Security. While FTJFC uses commercially reasonable efforts to protect the security of the Website and its content, FTJFC does not make warranties or representations regarding the security of Website or its content. Data sent over the Internet may be intercepted by third parties; if You are concerned about the security of Your data, You should not send it over the Internet. In addition, FTJFC may disclose information to its employees, representatives, officers, agents and affiliates, as well as a government entity or any other third-party agent or data or information provider: (a) for any purpose related to the conduct of FTJFC's business or to the offering, providing, or maintaining of the Website; (b) to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agent or official requesting such information; and/or (c) for any other legitimate business purpose.
14. **DISCLAIMERS OF WARRANTIES.** THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE FTJFC CONTENT IS NOT GUARANTEED. FTJFC RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS TO THE FTJFC CONTENT AT ANY TIME, WITHOUT NOTICE. HOWEVER, FTJFC MAKES NO COMMITMENT TO UPDATE THE INFORMATION AND YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE WEBSITE. THE FTJFC CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE." FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DO NOT WARRANT THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE FTJFC CONTENT, TEXTS, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE WEBSITE. FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) PROVIDE NO GUARANTY AGAINST THE POSSIBILITY OF DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE FTJFC CONTENT OR OF UNAUTHORIZED USE BY YOU OF THE WEBSITE.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MARKETABILITY, PROFITABILITY, SUITABILITY, NON-INFRINGEMENT, SECURITY, NONINTERFERENCE, TITLE, ACCURACY, ERROR-FREE AND UNINTERRUPTED SERVICES, AND ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, TRADE PRACTICE OR COURSE OF PERFORMANCE. FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DO NOT WARRANT, GUARANTY, OR MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ASSUME ANY LIABILITY TO YOU REGARDING (a) THE USE OR THE RESULTS OF THE USE OF THE FTJFC CONTENT, INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL RESULTS BASED ON USE OF THE FTJFC CONTENT OR ANY DELAY OR LOSS OF USE OF THE FTJFC CONTENT, OR (b) WEBSITE PERFORMANCE AND EFFECTS ON OR DAMAGES TO SOFTWARE AND HARDWARE IN CONNECTION WITH ANY USE OF THE WEBSITE OR THE FTJFC CONTENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FTJFC OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

15. **LIMITATIONS OF LIABILITY AND INDEMNIFICATION.** FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT HAVE ANY RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES YOU MAY INCUR FROM ANY RELIANCE BY YOU ON FTJFC CONTENT OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE FTJFC CONTENT, OR FOR ANY USE BY YOU OF THE WEBSITE.

IN ADDITION TO, AND WITHOUT LIMITING THE FOREGOING, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY

MANNER THE AVAILABILITY OF THE FTJFC CONTENT OR ANY OF YOUR COMPUTER, SOFTWARE, HARDWARE, DATA OR PROPERTY.

IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) MAKES NO REPRESENTATIONS AND ASSUMES NO LIABILITY REGARDING THE QUALITY, SAFETY, ACCURACY, OR SUITABILITY OF ANY CONTENT OR SOFTWARE FOUND ON ANY OTHER SITE NOT UNDER FTJFC'S DIRECT AND IMMEDIATE CONTROL.

FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU RELATED IN ANY WAY TO YOUR USE OF THE FTJFC CONTENT. EXCEPT AS OTHERWISE PROVIDED BY LAW, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL HAVE NO LIABILITY FOR LOSSES CAUSED BY THE NEGLIGENCE, ACTIONS OR FAILURE TO ACT BY FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) OR ANY THIRD-PARTY, AND TO THE EXTENT PERMITTED BY LAW, NONE OF FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) OR ANY THIRD-PARTY SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE), OR FOR ANY LOSS THAT RESULTS FROM A CAUSE OVER WHICH FTJFC OR ANY OTHER SUCH ENTITY DOES NOT HAVE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, UNAUTHORIZED ACCESS, STRIKES, FAILURES OF COMMON CARRIER OR UTILITY SYSTEMS, SEVERE WEATHER, AND/OR OTHER CAUSES COMMONLY KNOWN AS "ACTS OF GOD."

AS A CONDITION OF YOUR USE OF THE WEBSITE, YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS FTJFC, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTROL PERSONS, VENDORS, LICENSORS AND AGENTS, (INCLUDING ANY THIRD PARTY SERVICE PROVIDERS) AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO YOUR BREACH OF YOUR AGREEMENTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR YOUR USE OF THE WEBSITE (a) IN VIOLATION OF THIS AGREEMENT, (b) IN VIOLATION OF ANY RIGHTS OF FTJFC OR ANY OTHER PERSON OR PARTY, INCLUDING COPYRIGHT, PATENT, TRADE SECRET, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY AND PRIVACY RIGHTS, OR (c) IN VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION. THIS INDEMNIFICATION SHALL BE BINDING UPON YOU AND YOUR EXECUTORS, HEIRS, SUCCESSORS AND ASSIGNS.

16. User ID and Password. You are required to have a user ID and password to access certain areas of the Website. You are responsible for maintaining the confidentiality of Your user ID and password and are responsible for all uses of them, regardless of whether the uses were authorized by You. FTJFC prohibits the transfer or sharing of user IDs and passwords. You agree to immediately notify FTJFC of any unauthorized use of Your user ID or password or any other breach of security.
17. Linking to the Website. You may not link to the Website prior to obtaining written permission from FTJFC, which may be withheld in FTJFC's sole discretion.
18. Information and Press Releases. The Website contains information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.
19. Your Registration Obligations. You represent that You are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the registration form ("Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or FTJFC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FTJFC has the right to suspend or terminate Your account and refuse any and all current or future use of the Website.
20. General Practices Regarding Use And Storage. You agree that FTJFC has no responsibility or liability for the deletion or failure to store any messages and other communications or other content. You acknowledge that FTJFC reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that FTJFC reserves the right to modify these general practices and limits from time to time.
21. Termination. You agree that FTJFC may, *in its discretion, and without prior notice*, immediately terminate Your Website account and any associated email address.
22. Violation of Agreement. FTJFC reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this Agreement and the Privacy Policy, including, but not limited to, the right to block access from a particular Internet address to the Website.
23. Severability. In the event any of the terms or conditions of this Agreement shall be held unenforceable, the remaining terms and conditions shall remain in full force and effect.
24. Governing Law. This Agreement will be governed by the law of the state of Kentucky, without regard to conflicts of law principles thereof.
25. Assignment. This Agreement and your rights and obligations hereunder may not be assigned by You. FTJFC may assign this Agreement or any of the rights or obligations under them to a company affiliated with FTJFC, or to a successor, an assignee or any other third party, subject to applicable law.
26. Waiver. FTJFC's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on the part of FTJFC to exercise any power or right given to FTJFC in this Agreement, or a continued course of such conduct on the part of FTJFC, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to FTJFC in this Agreement are cumulative and not exclusive of any other rights or remedies that FTJFC otherwise has at law or equity.
27. Survival of Provisions. Those terms, provisions and sections of this Agreement hereby shall survive termination as necessary to give effect thereto. By way of example, and not limitation, Sections 6, 7, 8, 14, 15, 24, 25, 26 and 27.
28. Contacting FTJFC. If You have Website questions, comments, or concerns, please call us at (800) 379-2513. You consent to the recording of any telephone call with Us.