



**MWR Financial Edge
Plan Terms & Conditions**

This Contract is not a contract of insurance.

The Terms & Conditions (“Terms”) for the Customer (“Member”) of Financial Edge Program (“Plan”) are entailed below. Welcome to Financial Edge and mwrfinancial.com. The mwrfinancial.com website (the "Site") is comprised of various web pages operated by MWR Financial and Diversified Financial Services, LLC / D.B.A. CreditMAX, EquityMAX, MoneyMAX and WealthMAX (hereinafter referred to as DFS). mwrfinancial.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Selecting “I Accept” when registering or upon use of any of the services being offered via (www.mwrfinancial.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms the following definitions shall apply:

Service Providers The business entities which will provide the Services offered under the Plan. The Company has entered into a marketing relationship with the Service Providers to market and sell their respective Services through the Plan. The Service Providers will provide different Services to the Member as described in these Terms;

Activation Date The date on which the Plan is activated by the Company;

1.2 By becoming The Member of the Plan, the Member agrees and bounds himself or herself to these Terms.

1.3 The Company reserves the right to change, modify, alter and / or update these Terms at any time with or without prior notice. Any aspect of the Services may be changed, updated, supplemented or deleted or discontinued (temporarily or permanently) at the sole discretion of the Company.

2. SERVICES

2.1 The Plan provides financial solutions services to the Member. These include the following and maybe included additional benefits:

- i. CreditMAX
- ii. EquityMAX
- iii. MoneyMAX
- iv. WealthMAX
- v. Debt Resolution Center

2.2 The details of the Terms of Use of the above mentioned Services provided through the Plan are specified in Section 5 of these Terms.

2.3 To access the Services of the Plan, the Member must activate his/her Plan Membership by registering his/her personal information with the Company and paying the Membership Fee and monthly Plan Fee.

2.4 Each Service accessible through the Plan shall be provided by the Service Provider offering that particular Service. The Company is only a Marketing and Administrative Agent for each Service Provider, and provides administration services, including collection of monthly payments, to each Service Provider.

3. DELIVERY OF SERVICES

3.1 The Member agrees that the Company is neither the owner nor the supplier of the Services that the Member may access through the Plan. The Member acknowledges that the Company is only acting as a Marketing and Administrative Agent for each Service Provider and that the contract for the purchase of each Service offered through the Program shall be between the Member and the Service Provider providing that particular Service.

3.2 The Member agrees that the Service Providers shall be solely and fully responsible and liable for the delivery and quality of any and all the Services provided by that Service Provider.

4. PAYMENT, RENEWAL, CANCELLATION AND REFUND POLICY

- 4.1 The membership of the Member will be activated within up to five (5) Days from the time of enrollment.
- 4.2 The Membership will renew monthly for a subsequent one (1) month Renewal Term. All services will cease upon non-renewal of the Plan.
- 4.3 The Company reserves the right, at its sole discretion, to modify the Membership Fee or the Monthly Fee at any time.
- 4.4 The Plan will be cancelled automatically in the event that The Member fails to make the payment for the Monthly Plan Fee on or before the Renewal Date. The Company reserves the right to cancel the Plan for any other reason it deems appropriate.
- 4.5 The Member shall have the option to cancel the Membership at any time by notifying the Company in writing or by email to support@mwrfinancial.com.
- 4.6 If the Plan is cancelled within first three (3) days of Activation, the Member shall be entitled to a refund.
- 4.7 The Member agrees that the Company shall not be liable to the Member or any third party for any action taken by the Company under this Clause and the resultant termination of the Member's use of or access to any Service provided through the Plan.

5. TERMS FOR THE USE OF THE SERVICES

The Member agrees that he/she shall be bound at all times by the Terms of Use for each Service offered under the Plan. The details of the Services provided and a summary of the Terms of Use for each Service are provided in the following clauses.

E-commerce Site

The purpose of this website, mwrfinancial.com, is to provide information regarding the Products and Services offered via MWR's Financial Edge Membership or any additional products or services that may be added in the future by MWR Financial, LLC (hereinafter referred to as MWR)/DFS. This website also provides each user with the ability to login to a MWR Financial Edge Membership back office in order to access any services purchased in this subscription. Your MWR Financial Edge Membership Fee covers use of the services included in this membership for Married Couples and/or an Individual User.

Electronic Communications

Visiting mwrfinancial.com or sending emails to MWR Financial, DFS, LLC or any of the service providers for DFS, LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that MWR/DFS is not responsible for third party access to your account that results from theft or misappropriation of your account. MWR/DFS and their associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content at our sole discretion. MWR/DFS does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use mwrfinancial.com only with permission of a parent or guardian.

Membership Access and Monthly Fee

Your MWR Financial Edge Membership Fee will be drafted by ACH on a monthly basis until your membership is either cancelled or terminated. The first draft will commence on the enrollment date, with the second draft commencing on the 21st day from enrollment date and the second draft will set the anniversary date for all future billings. You understand that it is important to keep your billing information up to date and current with MWR to avoid interruption of your Financial Edge Membership and/or any of the services included or added to their membership in the future. Failed drafts will lead to immediate cancellation of your Membership.

Membership Restrictions

Use of this membership is restricted to registered users only. Any attempt to share the services included in your membership with a non-registered user will result in immediate termination of your Membership. This membership and the services offered are currently available to US citizens and legal residents only.

Cancellation/Refund Policy

You may cancel your Membership at any time. Any cancellations made after 3 days of enrollment will not qualify for a refund. To cancel your subscription, please email your request to billing@mwrfinancial.com. Be sure to include your contact and member information with your cancellation request.

Links to Third Party Sites/Third Party Services

mwrfinancial.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of

MWR/DFS and MWR/DFS is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. MWR/DFS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MWR/DFS of the site or any association with its operators.

Certain services made available via mwrfinancial.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the mwrfinancial.com domain, you hereby acknowledge and consent that MWR/DFS may share such information and data with any third party with whom MWR/DFS has a contractual relationship to provide the requested product, service or functionality on behalf of mwrfinancial.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use mwrfinancial.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to MWR/DFS that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of MWR/DFS or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. MWR/DFS content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of MWR/DFS and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of MWR/DFS or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by MWR/DFS from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the MWR/DFS Content accessed through mwrfinancial.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless MWR/DFS, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. MWR/DFS reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MWR/DFS in asserting any available defenses.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MWR/DFS AND/OR THEIR SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MWR/DFS AND/OR THEIR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED

SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MWR/DFS OR ANY OF THEIR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

MWR/DFS reserves the right, in their sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Kentucky and you hereby consent to the exclusive jurisdiction and venue of courts in Kentucky in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MWR/DFS as a result of this agreement or use of the Site. MWR/DFS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MWR/DFS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by MWR/DFS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and MWR/DFS with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and MWR/DFS with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

MWR/DFS reserves the right, in its sole discretion, to change the Terms under which mwrfinancial.com is offered. The most current version of the Terms will supersede all previous versions. MWR/DFS encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

MWR/DFS welcomes your questions or comments regarding the Terms. Email us to support@mwrfinancial.com.

6. INDEMNITY AND LIMITATION OF LIABILITY

- 6.1 The Member agrees to indemnify and hold harmless the Company, its employees, officers, owners and agents against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company by any third party due to or arising out of any breach by any Member or Service Provider of the Plan. Under no circumstances shall the Company be liable for direct, indirect, consequential, or incidental damage.
- 6.2 The Company, its affiliates or licensors, directors, employees, or its third-party partners shall not be liable to the Member whether in contract, tort or otherwise at law, for any incidental, direct or indirect, punitive or consequential loss or damage whatsoever, and/or loss of profits, revenue, goodwill business opportunity or damages arising out of or in connection with; 1) Access to the Services provided through the Plan, including inaccuracy, non-delivery or availability of the Services, 2) Third Party Transactions resulting from the access of the Services through the Plan, or 3) Dealings with the Service Providers.

7. DISCLAIMER OF WARRANTIES

- 7.1 The Services provided by the Service Providers are provided on an "as is" basis. The Company, its affiliates and licensors make no representations or warranties about the accuracy, completeness, security or timeliness of the services, content or information provided on or through the Plan.
- 7.2 The Company shall not be liable if for any reason the Services provided by the Service Providers are unavailable at any time or for any period.
- 7.3 The Company disclaims all warranties whether express, or implied, statutory or otherwise, including but not limited to the implied warranties arising from the course of dealing or usage of the Plan and any obligation, liability, or remedy in tort, whether or not arising from the negligence of the Company.