FINRA DISCIPLINARY ACTIONS ONLINE

TERMS OF USE

- 1. This Financial Industry Regulatory Authority, Inc. (FINRA) Disciplinary Actions Online agreement and terms of use ("Agreement") contains the terms and conditions upon which you may access and use FINRA data, information, applications, documents, complaints, orders, decisions, graphics, materials or services (collectively, "FINRA Content") available on or through FINRA Disciplinary Actions Online. This Agreement is effective as of the date accepted by the user without addition or alteration thereto. Unless waived or otherwise agreed to in writing by FINRA, your use of FINRA Disciplinary Actions Online and the FINRA Content is conditioned upon your acceptance, without modification, of all terms and conditions of this Agreement.
- FINRA Disciplinary Actions Online is a proprietary database and employs proprietary software. Your access to and use of the FINRA Disciplinary Actions Online or the FINRA Content on or available through FINRA Disciplinary Actions Online does not transfer any rights to you.
- 3. You agree that you will not: (i) sell, or otherwise commercially broadcast, publish, modify or distribute all or any portion of the FINRA Content retrieved from or through FINRA Disciplinary Actions Online for any purpose; (ii) offer to others any FINRA Content retrieved from or through FINRA Disciplinary Actions Online as part of a subscription service or similar arrangement (regardless of whether there is a charge for the service or similar arrangement), or for any commercial purpose; (iii) use FINRA Content obtained from or through FINRA Disciplinary Actions Online to develop, contribute to or create a database or other collective work to be sold, licensed or made otherwise available to others; (iv) use any robot, spider, other automatic device, or manual process to monitor or copy the FINRA Content in bulk, or to make voluminous, excessive or repetitive requests for information; (v) use any device, software or routine to bypass any software or hardware that prohibits volume requests; or (vi) interfere with or attempt to interfere with the proper working of FINRA Disciplinary Actions Online.
- 4. FINRA Disciplinary Actions Online makes available copies of disciplinary actions issued by FINRA that are eligible for publication pursuant to FINRA Rule 8313. FINRA Disciplinary Actions Online may also make available copies of decisions issued by the U.S. Securities and Exchange Commission and federal appellate courts after appeal of a FINRA disciplinary action. FINRA and its affiliates make no warranties or other representations that your use of the FINRA Content or FINRA Disciplinary Actions Online will satisfy your statutory and/or regulatory responsibilities with respect to federal and/or state laws and regulations and/or FINRA regulations. Further, your use of the FINRA Content or FINRA Disciplinary Actions Online will not exempt you or your firm (if regulated by FINRA) from a FINRA examination on a similar subject or guarantee or ensure that, upon such an examination, you will be found to comply with the related regulation.

By providing FINRA Disciplinary Actions Online and the FINRA Content, FINRA does not waive any rights, privileges, or immunities with respect to the furnishing of disciplinary, registration, or arbitration award information.

- 5. FINRA, its affiliates, content providers, licensors, and any person or entity involved in creating, producing or distributing the FINRA CONTENT AND FINRA DISCIPLINARY ACTIONS ONLINE (collectively, "FINRA Actions Site Providers"), DO NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE, OR AS TO THE ACCURACY, COMPLETENESS, AUTHENTICITY OR THE RELIABILITY OF THE CONTENT. THE CONTENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR PURPOSE AND MERCHANTABILITY AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY SPECIFICALLY DISCLAIMED.
- 6. IN NO EVENT WILL THE FINRA ACTIONS SITE PROVIDERS BE LIABLE FOR ANY CLAIMS OR LOSSES OF ANY NATURE UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, BUSINESS OR REVENUES, LOSS OF THE USE OF YOUR NETWORK, HARDWARE, DEVICES AND/OR SOFTWARE, LOSS OR CORRUPTION OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT SERVICES, DOWNTIME COSTS OR THE CLAIMS OF YOUR CUSTOMERS FOR SUCH DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE FINRA DISCIPLINARY ACTIONS ONLINE WEB SITE, OR ARISING OUT OF ANY DISCIPLINARY OR REGULATORY ACTION TAKEN THEREON.
- 7. FINRA reserves the right, at its sole discretion, to modify the terms and conditions for use of the FINRA Disciplinary Actions Online web site at any time by changing this Agreement, and any changes are effective immediately unless stated otherwise. Only FINRA has the right to amend this Agreement.
- 8. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The parties hereto agree that the jurisdiction for any claim brought under this Agreement shall be in New York. City, State of New York. The parties hereto agree that the jurisdiction for any claim brought under this Agreement shall be in New York. City, State of New York. The parties hereto agree that the jurisdiction for any claim brought under this Agreement shall be in New York. City, State of New York. The parties hereto agreement shall be in New York in the parties hereto agreement shall be all doed in the provisions of this Agreement shall to a jury trial. If any of the provisions of this Agreement shall to an extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

By selecting the Terms of Use box, I certify that I have read and understand all of the terms set forth above and intend to form a binding agreement with FINRA. If I am accepting this Agreement on behalf of an organization, I certify that I have the authority of that organization to enter into this Agreement.