

National LINC Conference App End User License Agreement

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IMPORTANT: READ THIS AGREEMENT BEFORE USING THE APP. YOUR USE OF THE APP WILL INDICATE YOUR ACCEPTANCE OF ALL THE FOLLOWING TERMS AND CONDITIONS.

1. License grant

Licensors hereby grant to You a limited, non-exclusive, non-transferable, personal license to use this App. You may not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the App, or remove any proprietary notices or labels on or within the App.

2. Acceptable Use Policy

Your use of any communication services provided through the App must comply with the following Acceptable Use Policy. Use of communication services may not include: (1) submitting communications that are patently offensive to the TD Ameritrade Institutional RIA community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (2) engaging in activity or submitting communications that harass or advocate harassment of another person; (3) engaging in activity that involves the transmission of “junk mail” or unsolicited mass mailing or communications or “spam”;(4) harvesting or otherwise collecting personally identifiable information about users, including names, phone numbers, addresses, email addresses, without their consent; (5) engaging in activity or submitting communications that are false, misleading or promote illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (6) submitting communications that contain restricted or password only access pages, or hidden pages or images; (7) submitting communications that display pornographic or sexually explicit material of any kind; (8) submitting communications that contain viruses, Trojan horses, worms, or any other similar forms of malware;(10) engaging in unauthorized commercial activities and/or sales without our prior written consent such as advertising, solicitations, contests, sweepstakes, barter, and pyramid schemes; (11) taking any action that imposes an unreasonable or disproportionately large load on the services provided by Licensors or EventBase hardware or App infrastructure.

3. Social Functions

The App includes a section that displays postings to social media such as Twitter that related to the Conference. While TD Ameritrade endeavors to ensure that such posts comply with this App’s Acceptable Use Policy, TD Ameritrade and EventBase are not responsible for the content

displayed therein. Please make TD Ameritrade aware of any content that violates this App's Acceptable Use Policy.

4. Termination

Licensors reserve the right to modify or change the terms and conditions of this Agreement at any time or terminate Your access to the App or any portion thereof in Licensors' sole discretion, without notice and without limitation, for any reason whatsoever.

5. Privacy And Information Collection

Your use of the App is subject to the App Privacy Policy, available in the applicable app store. You are responsible for the confidentiality and use of your user IDs, passwords, and other security data used in conjunction with the App. You agree that You are responsible for data transmitted, or products or services obtained through the use of Your user ID or password, including in the case of unauthorized access by a third party.

6. Third Party Content

The list of participating third-party conference sponsors, exhibitors, and speakers (collectively, "Third Parties") in this app was last updated 12/27/2019 and is subject to change. TD Ameritrade Institutional and participating Third Parties are separate and unaffiliated entities and they are not responsible for each other's products or services. Third Party opinions may not represent those of TD Ameritrade Institutional. TD Ameritrade Institutional does not endorse, approve, or guarantee the accuracy or fitness for a particular purpose of any Third Party product, service, opinion, or information. All Third Party product and service names are the property of their respective owners.

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The App provides links to or information about Third Party presentations, resources, and websites (collectively, "Content"). TD Ameritrade Institutional has no control over, and makes no representations of any kind whatsoever, regarding the accuracy, completeness, legality, decency, or appropriateness of information available on or through such Third Party Content. Further, TD Ameritrade Institutional does not make any representation or warranty as to the security of any Third Party Content or any information You might be requested to give any Third Party to access such Content.

Some Third Party or other conference Content may discuss options. Options are not suitable for all investors as the special risks inherent to options trading may expose investors to potentially rapid and substantial losses. Options trading subject to TD Ameritrade review and approval. Please read [Characteristics and Risks of Standardized Options](#) before investing in options.

7. Representations And Warranties

LICENSORS HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR USE, WARRANTY AGAINST INTERFERENCE WITH ENJOYMENT OF THE INFORMATION OR AGAINST INFRINGEMENT, AND ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE APP. THE APP IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND EFFORT IS WITH YOU. PORTIONS OF THE APPARE SUBJECT TO ADDITIONAL LIMITATIONS AND DISCLAIMERS AS SET FORTH BELOW.

8. Indemnification; Limitation Of Liability

NEITHER THE LICENSORS NOR ANY OF THEIR RESPECTIVE AFFILIATES (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUBCONTRACTORS) (COLLECTIVELY, THE "RELEASED PARTIES") WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE SUFFERED OR INCURRED IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE APP, ITS CONTENT, OR ANY THIRD PARTY CONTENT. YOU WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY THIRD PARTY CLAIMS, DEMANDS, FINES, SANCTIONS, DAMAGES, OR COSTS ARISING FROM YOUR ACCESS TO AND USE OF THE APP, ITS CONTENT, OR ANY THIRD PARTY CONTENT, OR ANY VIOLATION OF THIS AGREEMENT. YOUR OBLIGATIONS HEREUNDER WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Dispute Resolution

Any disputes related to any brokerage or advisor client relationship you may have with TD Ameritrade, Inc., any brokerage account(s) held with TD Ameritrade, Inc., or arising out of trading activities, are governed by the terms of Your Client Agreement or Advisor Agreement with TD Ameritrade, Inc., as applicable. All other disputes related to this Agreement or the App, including without limitation any intellectual property dispute, shall be subject to the following: (a) this Agreement and its interpretation shall be governed by the laws of the State of Nebraska without giving effect to principles of conflict of laws; (b) You consent to jurisdiction in the State of Nebraska and agree that the courts within Nebraska shall have exclusive jurisdiction over any issue regarding this Agreement (excluding any disputes governed by Your Client Agreement); and (c) THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATING TO THIS AGREEMENT.

10. No Offers Or Solicitations

Nothing in this Agreement or the App constitutes an offer or a solicitation for the purchase or sale of any security to any person or entity.

11. Miscellaneous

This Agreement is the complete statement of the Agreement and supersedes any proposal or prior communications between Licensors and You relating to the subject matter of this Agreement.

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