

TERMS OF USE

HIGH SCHOOL FINANCIAL PLANNING PROGRAM® (HSFPP) / WWW.HSFPP.ORG NATIONAL ENDOWMENT FOR FINANCIAL EDUCATION® (NEFE®)

Effective date: March 2017

Welcome to the High School Financial Planning Program® (HSFPP) website (the "Site"). The Site is operated by the National Endowment for Financial Education, a Colorado nonprofit corporation ("NEFE", "We" or "Us"). Please carefully read these Terms of Use.

By using the Site, you acknowledge and agree that you have read and agree to be bound by these Terms of Use (the "Agreement"). This Agreement is made between NEFE and You or, in the case that you represent and are using the Site on behalf of a company or other entity, that company or other entity ("You"). If you do not agree to be bound by this Agreement, please exit the Site now and refrain from using any materials or content that you may have downloaded from the Site. NEFE reserves the right to revise these Terms of Use at any time without notice to you. By using the Site, you agree to be bound by any such revisions and should, therefore, review the Terms of Use to determine the then current Terms of Use to which you are bound. The most current version of the Terms of Use can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of the home page on this Site.

1. USE OF THE SITE.

This Site is not intended for use by children under the age of 13. You may access and use the Site solely for lawful purposes and only in accordance with the terms of this Agreement. Access to certain portions of the Site or use of certain content may require that You agree to the terms of an additional agreement. Any such additional agreement is in addition to this Agreement and, in the event of a conflict between the terms of this Agreement and the additional agreement, the terms of the additional agreement will control. NEFE reserves the right at any time and in its sole discretion to modify, suspend, or discontinue the Site (or any portion thereof) with or without notice.

NEFE does not provide financial, investment or retirement advice. The information and materials on this website are provided without charge and are intended solely for educational purposes. You should not rely upon such information or materials for personal, financial, legal or medical decisions. You should consult an appropriate professional for specific advice relating to Your personal situation.

Any calculators or other interactive features on this site are intended to illustrate general information and principles about finance, investments and retirement and are not intended to be used to produce specific recommendations.

NEFE is not liable for any harm, loss or damage caused by or arising from any information or materials on this website, or the direct or indirect use of or reliance on such information or materials. The materials and information on this website may be out of date or incomplete.

2. REGISTRATION.

This Site may include a process by which You may apply to become a registered user (a "Registered User") of the Site in order to access nonpublic areas of the Site. If the Site has such a registration process, Your access to the Site will be limited until You apply for and are approved as a Registered User of the Site. Your approval as a Registered User is at the sole discretion of NEFE. In connection with Your application to become a Registered User, You may be asked to submit certain information about yourself ("Registration Information"). If Your application to become a

Registered User is approved, You will be asked to create a password-protected account to access certain nonpublic areas of the Site (an "Account"). You agree to keep your Account information and password confidential. You agree to notify NEFE immediately of any actual or suspected unauthorized use of your Account. You are solely responsible for all activities that occur through Your Account. NEFE will not be responsible for any loss to You caused by your failure to comply with these obligations. You represent and warrant that: (a) all Registration Information You provide is true, accurate, current, and complete; and (b) You will maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. As part of the registration process, you may be assigned or permitted to create a user ID for use in identifying your Account (a "User ID"). You may not: (i) select or use a User ID of another person with the intent to impersonate that person; (ii) use a User ID in which another person has rights without such person's authorization; or (iii) use a User ID that NEFE, in its sole discretion, deems offensive. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your Account.

3. TERM AND TERMINATION.

This Agreement will be effective on the date You first use the Site and will continue until terminated. NEFE may terminate this Agreement immediately, for any reason or no reason, with or without notice to You. You may terminate this Agreement by written notice to NEFE, such termination effective 10 business days following acknowledgment of receipt of such notice by NEFE. NEFE may also suspend your use of the Site and direct You to cease using the Site with or without notice to You and with or without cause. Upon any termination of this Agreement, all rights granted to You under this Agreement will cease; if You are a Registered User, your Account will be closed, and You must promptly discontinue all access to any part of the Site and the use of any Content downloaded or otherwise obtained from the Site. Sections 3, 4, 5, 6, 9, 10, 13 and 14 will survive termination or expiration of this Agreement for any reason.

4. CONTENT.

The text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content (collectively, "Content") available on or offered through the Site (such Content, collectively, "Site Content") are protected by intellectual property rights, including, as applicable and without limitation, copyrights, trademarks, patents, and other proprietary and intellectual property rights ("Intellectual Property Rights"). Unless otherwise noted on the Site, as between You and NEFE, its partners, affiliates and licensors ("Affiliates"), all Site Content is owned by NEFE or its Affiliates. Unless otherwise specifically stated in connection with particular Site Content, or in an additional agreement between NEFE and You, the following terms and conditions apply to your use of Site Content.

For HSFPP instructional materials and teacher resources provided or made available through this Site (the "HSFPP Content"):

1. Use of the HSFPP Content is STRICTLY LIMITED TO USE FOR NON-PROFIT, NON-COMMERCIAL EDUCATIONAL PURPOSES ONLY. Commercial use or copying of the HSFPP Content, or of any derivative work based on or generated by the HSFPP Content, is not permitted. PROHIBITED COMMERCIAL USES include, but are not limited to:

- The sale or offering for sale of the Content or any portion thereof or any derivative work based thereon, and
- The use or copying of the content in connection with conducting or promoting a for-profit business, or for funds-generating purposes by any person or organization.

You may not add any content or revisions to the HSFPP Content that could be construed as making recommendations regarding any financial instrument or investment opportunity.

You may not add any Marks of NEFE to any copies of the HSFPP Content or derivative works based on the HSFPP Content, or do anything to state, suggest, or imply that you or any derivative work based on the HSFPP Content that you make or distribute is in any way affiliated with, sponsored, or endorsed by NEFE.

NEFE provides the HSFPP as a public service to enhance the financial literacy of youth. The program does not promote financial products, financial planning organizations, individuals, or companies. However, to be effectively taught, the program often makes use of outside volunteer financial services professionals to add value in a classroom or similar setting. While providing this service, outside financial services professionals are not permitted to sell, advertise, or otherwise in any way promote the particular financial services organizations or products with which they may be affiliated.

For all other Site Content, the following terms apply:

You may print a copy of any Site Content solely for your own personal, non-commercial use. You must use the Site Content in conformance with all terms and conditions displayed on the Site.

1. You may use Site Content only for non-profit, non-commercial educational purposes, or for such other purpose as may be expressly indicated on the Site Content itself.
2. You may use the Site Content only in the form provided on or through the Site and may not modify, amend, or combine any Site Content with other material to form any new Content.
3. All use of the Site Content must be accompanied by an acknowledgment that the Site Content is owned by NEFE.

For all Site Content, including HSFPP Content, the following terms apply:

1. You may not use any Site Content for any commercial purpose or charge a fee or other consideration in exchange for the Content.
2. You may not utilize the Site Content to sell, advertise, endorse, or otherwise promote any other service, product, or party.
3. You must otherwise abide by all Intellectual Property Rights and all notices, information, or restrictions contained on or in any Site Content.
4. You obtain no ownership rights in or to the Site or Site Content through this Agreement, and no other rights to utilize the Site Content other than as expressly set forth in this Agreement.
5. Your access to and use of any Site Content is also subject to any other license or other agreement separate from this Agreement that You may have entered into (or may enter into) with NEFE relating to that Site Content (each such license or other agreement, a "Content Agreement"). Except as expressly set forth in this Agreement or any Content Agreement, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to the Site or Site Content, or any Intellectual Property Rights therein or related thereto, and You may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Site or Site Content without the prior written permission of NEFE. If you would like to use the Site Content in a manner that is not expressly set forth in this Agreement or any other Content Agreement, please send your request to NEFE by emailing marcom@nefe.org.

5. MARKS.

Unless otherwise labeled, all trademarks, service marks, logos, banners, and page headers displayed on this Site (collectively, the "Marks") are the property of NEFE or its Affiliates. Except as expressly set forth in this Agreement, You may not display, link to, or otherwise use the Marks without the prior written permission of NEFE.

6. POSTINGS AND USER CONTENT.

The Site may include forums, bulletin boards, chat rooms, or other opportunities through which You may provide or upload Content to the Site (such Content, "Provided Content"). You agree not to upload or provide any Provided Content that is: (1) libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (2) an infringement of the Intellectual Property Rights of any third party; (3) illegal in any way or that advocates illegal activity; (4) an advertisement or solicitation of funds, goods, or services. You hereby represent and warrant to NEFE and its Affiliates that You own all right, title, and interest in and to any Provided Content that You provide or upload to the Site, or that You have sufficient rights, whether by implication, estoppel, or otherwise, to grant NEFE the rights discussed in this Section 6. You will indemnify, defend, and hold harmless NEFE and its Affiliates from any and all third-party claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees and court costs) that result from a breach or alleged breach of any representation or warranty set forth in Section 6. By providing or uploading any Provided Content to the Site, You grant NEFE a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such Provided Content throughout the world in any form, media, software, or technology of any kind now known or hereafter developed. In addition, you waive all moral rights in the Provided Content or warrant that all moral rights applicable to such content have been waived. You also grant NEFE the right to use Your name in connection with the reproduction or distribution of such material.

7. CLAIMS OF INFRINGEMENT.

Just as NEFE requires users of the Site to respect the copyrights and other intellectual property rights of NEFE, its Affiliates, and third parties, NEFE respects the copyrights and other intellectual property rights of users of the Site and other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Site without authorization in a way that constitutes copyright infringement, You may notify our designated Digital Millennium Copyright Act ("DMCA") agent by mail to:

National Endowment for Financial Education
Attn: DMCA Copyright Infringement Agent
1331 17th Street, Suite 1200
Denver, CO 80202

Please provide the following information to NEFE's DMCA Copyright Infringement Agent:

- (1) the identity of the infringed work, and the identity and location of the allegedly infringing work;
- (2) Your name, address, daytime phone number, and e-mail address, if available;
- (3) a statement that You have a good-faith belief that the use of the allegedly infringing work is not authorized by the owner, his or her agent, or the law;
- (4) a statement that the information in the notice is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of the copyright that is allegedly infringed ; and
- (5) Your electronic or physical signature.

8. REPRESENTATIONS AND WARRANTIES.

You hereby represent, warrant, and covenant for the benefit of NEFE and its Affiliates that: (1) You have the legal right and authority to enter into this Agreement, and, if You are accepting this Agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this Agreement; (2) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in

this Agreement and in any applicable additional agreement You enter into in connection with the Site or Content; (3) all information You provide to NEFE in connection with this Agreement and Your access to the Site and use of the Site or Content is correct and current.

9. DISCLAIMER AND LIMITATION OF LIABILITY.

9.1 Disclaimer. THE SITE IS PROVIDED BY NEFE "AS IS" and "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. NEITHER NEFE NOR ITS AFFILIATES REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION OR MATERIALS DISPLAYED, DOWNLOADED FROM, OR DISTRIBUTED THROUGH THE SITE. YOU AGREE THAT YOUR ACCESS TO THE SITE IS AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE YOU INCUR THROUGH ACCESS TO OR USE OF THE SITE OR SUCH INFORMATION OR MATERIALS. EXCEPT WHERE THE LAWS AND REGULATIONS OF A PARTICULAR JURISDICTION CONCERNING WARRANTIES CANNOT BE WAIVED OR EXCLUDED BY AGREEMENT, NEFE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SITE AND SUCH INFORMATION AND MATERIALS, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU RECOGNIZE THAT THE CURRENT STATE OF TECHNOLOGY DOES NOT ALLOW FOR ERROR-FREE ACCESS TO THE SITE AND INTERRUPTIONS, CRASHES, AND DOWNTIME BEYOND NEFE'S CONTROL MAY OCCUR FROM TIME TO TIME.

9.2 Limitation of Liability. TO THE MAXIMUM EVENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NEFE BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH YOUR ACCESS TO THE SITE OR USE OF ANY INFORMATION OR MATERIALS DISPLAYED, DOWNLOADED FROM, OR DISTRIBUTED THROUGH THE SITE, EVEN IF NEFE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NEFE's total aggregate liability for any damages arising out of or related to this Agreement or the Site shall not exceed \$250. If you are dissatisfied with any portion of the information or Content included in or available through the Site, or with any of these terms, your sole and exclusive remedy is to cease use of the information and Content.

10. INDEMNIFICATION.

You will indemnify, defend, and hold harmless NEFE and its Affiliates, employees, agents, contractors, assigns, licensees, and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising from Your accessing the Site or Your breach of any term of this Agreement. NEFE will provide You with notice of any such claim or allegation, and NEFE will have the right to participate in the defense of any such claim at its expense.

11. PRIVACY POLICY.

To view, click on NEFE's privacy policy (the "Privacy Policy") which is incorporated in this Agreement by reference. By accepting this Agreement, You expressly consent to the use and disclosure of your personally identifiable and other information as described in the Privacy Policy.

12. LINKED SITES.

The Site may contain links to third-party sites that are not under the control of NEFE, and NEFE is not responsible for any content on any third-party site. If you access a third-party site from the Site, then you do so at your own risk. NEFE provides links only as a convenience, and the inclusion of the link does not imply that NEFE endorses or accepts any responsibility for the content on those third-party sites. NEFE welcomes links to the Site. You may establish a link to this Site, provided that the link does not state or imply any sponsorship or endorsement of You or Your site by NEFE or any group or individual affiliated with NEFE. You may not use any Content or Marks appearing on the Site in establishing the link without prior written consent from NEFE. You may not frame or

otherwise incorporate into another site the Content or other materials on the Site without prior written consent from NEFE.

13. NOTICES.

Except as expressly stated otherwise, any notices to NEFE required or allowed under this Agreement must be given to NEFE by postal mail to the address for NEFE listed on the Site. If applicable law requires that NEFE accepts email notices (but not otherwise), then You may send an email notice to NEFE at marcom@nefe.org. With respect to NEFE's notices to You, NEFE may provide notice of amendments by posting them on the Site and You agree to check for changes. In addition, or in lieu thereof, NEFE may give notice by sending email to the email address You provide during registration for the Site, or by courier or postal mail if Your address is known to NEFE. Notice shall be deemed given 24 hours after it is posted or an email is sent, unless (as to email) the sending party is notified that the email address is invalid, or three business days after sending in the event of use of courier or postal mail.

14. GENERAL TERMS.

14.1 Third-Party Beneficiaries. NEFE's Affiliates are intended third-party beneficiaries under this Agreement with the right to enforce the provisions that directly concern Content to which they have rights.

14.2 Nonassignment. You may not assign or transfer any of Your rights hereunder, and any attempt to do so will be null and void.

14.3 Severability. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14.4 Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Colorado, without giving effect to any conflict of laws principles. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably and unconditionally consent to the jurisdiction and venue in the state and federal courts sitting in Denver, Colorado. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party.

Revision date: March 2017