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First Financial Resources Acceptable Use Policy

Posted: September 15, 2020

Effective: September 15, 2020

First Financial Resources is proud of the trust placed in us. In exchange, we trust you to use our services responsibly.

You may use our Services only as permitted by applicable law, including export control laws and regulations. To use our Services, you must be in the United States and be at least 13 (or older, depending on where you live).

You agree not to misuse the First Financial Resources services ("Services") or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Services:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- abuse referrals or promotions to get more storage space than deserved or to sell storage space received from referrals or promotions;
- circumvent storage space limits;
- sell the Services unless specifically authorized to do so;
- publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence or terrorist activity, including terror propaganda;
- advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual orientation, disability, or impairment;
- harass or abuse First Financial Resources personnel or representatives or agents performing services on behalf of First Financial Resources;
- violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading; or
- violate the privacy or infringe the rights of others.

First Financial Resources DMCA Policy

First Financial Resources respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, First Financial Resources will respond expeditiously to claims of copyright infringement committed using the First Financial Resources service and/or the First Financial Resources website (the Site) if such claims are reported to First Financial Resources' Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to First Financial Resources' Designated Copyright Agent. Upon receipt of Notice as described below, First Financial Resources will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site.

DMCA Notice of Alleged Infringement ("Notice")

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, a screenshot of the Site with a time and date and a URL of the Site.
3. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - o 'I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).'
 - o 'I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.'
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to First Financial Resources' Designated Copyright Agent:

Copyright Agent
First Financial Resources
100 Spectrum Center Drive - Suite 400
Irvine, CA 92618

First Financial Resources Privacy Policy

Posted: September 15, 2020

Effective: September 15, 2020

Welcome to First Financial Resources. Here we describe how we collect, use, and handle your personal data when you use our websites, software, and services ('**Services**').

You may use our Services only as permitted by applicable law, including export control laws and regulations. To use our Services, you must be in the United States and be at least 13 (or older, depending on where you live).

What & Why

We collect and use the following information to provide, improve, protect, and promote our Services.

Account and profile information. We collect, and associate with your account, the information you provide to us (like your name, email address, phone number, payment info, and physical address).

Usage information. We collect information related to how you use the Services, including actions you take in your account. We use this information to provide, improve, and promote our Services, and protect First Financial Resources users.

Device information. We also collect information from and about the devices you use to access the Services. This includes things like IP addresses, the type of browser and device you use, the web page you visited before coming to our sites, and identifiers associated with your devices. Your devices (depending on their settings) may also transmit location information to the Services. For example, we use device information to detect abuse and identify and troubleshoot bugs.

Cookies and other technologies. We use technologies like cookies and pixel tags to provide, improve, protect, and promote our Services. For example, cookies help us with things like remembering you for your next visit, understanding how you are interacting with our Services, and improving them based on that information. We may also use third-party service providers that set cookies and similar technologies to promote First Financial Resources services.

Marketing. If you contact us for our Services, we will, from time to time, send you information about our Services when permissible. Users who receive these marketing materials can opt out at any time. If you don't want to receive a particular type of marketing material from us, click the 'unsubscribe' link in the corresponding emails or email the support team.

We sometimes contact people who don't have a First Financial Resources account. If you receive an email and no longer wish to be contacted by First Financial Resources, you can unsubscribe and remove yourself from our contact list via the message itself.

Bases for processing your data. We collect and use the personal data described above in order to provide you with the Services in a reliable and secure manner. We also collect and use personal data for our legitimate business needs. To the extent we process your personal data for other purposes, we ask for your consent in advance or require that our partners obtain such consent.

With Whom

We may share information as discussed below, but we won't sell it to advertisers or other third parties.

Others working for and with First Financial Resources. First Financial Resources uses certain trusted third parties (for example, providers of customer support and IT services) for the business purposes of helping us provide, improve, protect, and promote our Services. These third parties will access your information to perform tasks on our behalf, and we'll remain responsible for their handling of your information per our instructions.

Other First Financial Resources Companies. First Financial Resources shares infrastructure, systems, and technology with other First Financial Resources Companies to provide, improve, protect, and promote First Financial Resources Company Services. We process your information across the First Financial Resources Companies for these purposes, as permitted by applicable law and in accordance with their terms and policies.

Law & Order and the Public Interest. We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to: (a) comply with any applicable law, regulation, legal process, or appropriate government request; (b) protect any person from death or serious bodily injury; (c) prevent fraud or abuse of First Financial Resources or our users; (d) protect First Financial Resources' rights, property, safety, or interest; or (e) perform a task carried out in the public interest.

Stewardship of your data is critical to us and a responsibility that we embrace. We believe that your data should receive the same legal protections regardless of whether it's stored on our Services or on your home computer's hard drive. We will be transparent, fight blanket requests, protect all users, and provide trusted services.

How

Security. We are dedicated to keeping your information secure and testing for vulnerabilities. We continue to work on features to keep your information safe in addition to things like two-factor authentication, encryption of files at rest, and alerts when new devices and apps are linked to your account. We deploy automated technologies to detect abusive behavior and content that may harm our Services, you, or other users.

Retention. When you sign up for an account with us, we'll retain information you store on our Services for as long as your account exists or as long as we need it to provide you the Services. If you request to delete your account, we'll initiate deletion of this information after 30 days. But please note: (1) there might be some latency in deleting this information from our servers and back-up storage; and (2) we may retain this information if necessary to comply with our legal obligations, resolve disputes, or enforce our agreements.

Where

Within the United States. To provide you with the Services, we may store, process, and transmit data in the United States. Data may also be stored locally on the devices you use to access the Services.

Your Control and Access of Your Data

If you would like to submit a data access request, request that your personal data be deleted, or object to the processing of your personal data, please email us at privacy@ffrllc.com.

Changes

If we're involved in a reorganization, merger, acquisition, or sale of our assets, your data may be transferred as part of that deal. We'll notify you (for example, via a message to the email address associated with your account) of any such deal and outline your choices in that event.

We may revise this Privacy Policy from time to time and will post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you.

Contact

Have questions or concerns about First Financial Resources privacy policy contact at privacy@ffrlc.com.

First Financial Resources Terms Of Service

Posted: September 15, 2020

Effective: September 15, 2020

Welcome to First Financial Resources (FFR). Our mission is to allow you to “Go Direct, Keep Control.” FFR began as a small group of insurance advisors who sought two things: independence and control. Independence to run their business the way that best fit their needs. Control of how and which insurance products were selected for their clients. These terms of service (**'Terms'**) cover your use and access to our services, client software and websites (**"Services"**). Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you're agreeing to be bound by these Terms, our Privacy Policy, and Acceptable Use Policy.

Your Responsibilities

Your use of our Services must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download, or share content unless you have the right to do so.

First Financial Resources may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. We aren't responsible for the content people post and share via the Services.

HELP US KEEP YOUR ACCOUNT PROTECTED. DON'T SHARE YOUR ACCOUNT CREDENTIALS. DON'T GIVE OTHERS ACCESS TO YOUR ACCOUNT.

You may use our Services only as permitted by applicable law, including export control laws and regulations. To use our Services, you must be in the United States and be at least 13 (or older, depending on where you live).

Software

Some of our Services allow you to use client software (**'Software'**) which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Our Stuff

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title, or interest in the Services, others' content in the Services, First Financial Resources trademarks, logos and other brand features. We welcome feedback but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent
First Financial Resources
100 Spectrum Center Drive #400
Irvine, CA 92618
copyright@ffrllc.com

Termination

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if:

- (a) you're in breach of these Terms,
- (b) your use of the Services would cause a real risk of harm or loss to us or other users, or
- (c) you don't have a Paid Account and haven't accessed our Services for 12 consecutive months.

We'll provide you with reasonable advance notice via the email address associated with your account to remedy the activity that prompted us to contact you. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services.

We won't provide notice before termination where:

- (a) you're in material breach of these Terms,
- (b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or
- (c) we're prohibited from doing so by law.

Discontinuation of Services

We may decide to discontinue the Services in response to unforeseen circumstances beyond First Financial Resources' control or to comply with a legal requirement.

Services 'AS IS'

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, FIRST FINANCIAL RESOURCES AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. THIS INCLUDES ANY LIABILITY FOR FIRST FINANCIAL RESOURCES' OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, FIRST FINANCIAL RESOURCES, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR

ii. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT FIRST FINANCIAL RESOURCES OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS, OR RE-SALE PURPOSE, FIRST FINANCIAL RESOURCES, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. FIRST FINANCIAL RESOURCES AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO 100% OF ANY AMOUNT YOU'VE PAID UNDER YOUR CURRENT SERVICE PLAN WITH FIRST FINANCIAL RESOURCES.

Resolving Disputes

Let's Try to Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against First Financial Resources, you agree to try to resolve the dispute informally by contacting dispute@ffrllc.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or First Financial Resources may bring a formal proceeding.

Judicial Forum for Disputes. You and First Financial Resources agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the federal or state courts of Orange County, California, subject to the mandatory arbitration provisions below. Both you and First Financial Resources consent to venue and personal jurisdiction in such courts.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree to Arbitrate. You and First Financial Resources agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising out of or relating to interpretation or application of this 'Mandatory Arbitration Provisions' section, including its enforceability, revocability, or validity.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Irvine (CA), or any other location we agree to.

Arbitration Fees and Incentives. The AAA rules will govern payment of all arbitration fees.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then the entirety of this 'Mandatory Arbitration Provisions' section will be deemed void.

Controlling Law

These Terms will be governed by California law.

Entire Agreement

These Terms constitute the entire agreement between you and First Financial Resources with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.

Waiver, Severability & Assignment

First Financial Resources' failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. First Financial Resources may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you.

By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.