

ONLINE LEGAL TERMS OF USE

Updated August 31, 2016

PLEASE READ THE FOLLOWING TERMS PRIOR TO USE OF THIS WEB SITE – IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THIS WEB SITE.

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1. BY USE OF THIS SITE, YOU AGREE THAT THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF MINNESOTA SHALL APPLY TO ALL MATTERS RELATED TO THE USE OF THIS SITE WITHOUT REGARD TO CHOICE OF LAW PROVISIONS. ANY LEGAL ACTION OR PROCEEDING RELATING TO THE USE OF THIS SITE SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT IN MINNEAPOLIS, MINNESOTA. YOU AGREE TO SUBMIT TO THE JURISDICTION OF, AND ACCEPT THAT VENUE IS PROPER IN, THESE COURTS IN ANY SUCH LEGAL ACTION OR PROCEEDING.

2. You should assume that everything you see or read on this Web site is copyrighted (regardless of whether or not a copyright notice appears on all materials) unless otherwise noted and may not be used, except as provided herein, without the prior written consent of FLM. FLM neither warrants nor represents that any materials displayed on this Web site will not infringe the rights of third parties not owned or affiliated with FLM.

3. Although FLM uses reasonable efforts to include accurate and up-to-date information on this Web site, FLM makes no warranties or representations as to its accuracy. FLM assumes no liability or responsibility for any errors or omissions in the content of the Web site.

4. Your use of, and browsing in, this Web site is at your own risk. Neither FLM nor any other party involved in creating this Web site is liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your access to, or use of, this Web site. Without limiting the foregoing, everything on this Web site is provided to you "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. FLM also assumes no responsibility for, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other equipment or other property due to your access to, use of, or browsing in this Web site or your downloading of any materials, data, text, images, video or audio from this Web site.

5. FLM appreciates hearing from you, however, in your communications with us, please keep in mind that any communication or material you transmit to or through any of our Web sites by electronic mail or otherwise, including any data, questions, comments, creative suggestions, ideas, concepts, products, photos, marketing or promotional plans or strategies, or the like shall be deemed and shall remain the exclusive property of FLM. You understand and acknowledge that FLM has the resources which may have developed or may in the future develop ideas identical to or similar to your suggestions or comments

and that FLM is only willing to consider suggestions and ideas on the terms set forth herein. Any suggestion, idea, or comment is not submitted in confidence and FLM assumes no obligation, express or implied, by considering it. Without limitation, FLM shall exclusively own all now known or hereafter existing rights to the suggestions, ideas or comments of every kind and nature and FLM shall be entitled to unrestricted use of the suggestions, ideas or comments for any purposes whatsoever, commercial or otherwise, including, but not limited to, reproduction, disclosure, transmission, publication, broadcasting or posting without any compensation to the provider of the suggestions, ideas or comments.

6. FLM has not reviewed all of the sites linked to this Web site and is not responsible for the contents of any off-site pages or any other sites linked to this Web site. The existence of any link to such other sites does not imply endorsement by FLM of such other sites. Your access to any other off-site pages or sites is at your own risk. No links are permitted to this Web site without the prior written consent of FLM. Further, because our site may contain links to the websites of our subsidiaries and affiliates, and to websites that are owned and operated by third parties, it is important to understand that these other websites may have their own privacy policies and would not be governed by this Privacy Policy. We are not responsible for the privacy practices or the content of websites owned and operated by any such third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit.

7. Images of people or places displayed on this Web site are either the property of, or used with permission by, FLM. The use of these images by you, or anyone else authorized by you, is strictly prohibited unless permitted by these terms and conditions or specific permission provided elsewhere on this Web site. Any unauthorized use of the images may violate U.S. and international copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes and/or treaty provisions. In addition to the rights FLM has in the individual elements of the content of this Web site, FLM also owns a copyright in the selection, coordination and arrangement of the content.

8. All the trademarks, logos and service marks (collectively "Trademarks"), displayed on this Web site, are the registered and unregistered Trademarks of, or are used under license by, FLM. Nothing contained on this Web site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on this Web site without the prior written permission of FLM. Your misuse of the Trademarks displayed on this Web site, or any other content displayed on this Web site, except as provided in these terms and conditions, is strictly prohibited.

9 FLM will provide commercially reasonable security measures, however, you understand and acknowledge that certain risks are inherent in the transmission of information over the internet and you agree to assume the security risk for the transmission of the information you provide when using this Web site.

10. FLM may at any time revise these terms and conditions by updating this posting and may also make changes to the content or any links at any time. You are bound by any revisions and should, therefore, periodically visit this page to review these terms and conditions.

PRIVACY POLICY

Effective Date: August 22, 2013. This Web site, <http://www.sellers-edge.com>, is owned and operated by Farmer, Lumpe & McClelland, LLC.

We know that your privacy is important to you, and we work hard to earn and keep your trust. We have created this Policy to let you know what Personal Information we collect when you use this Site, how we use and share the Personal Information we collect, and how we protect your privacy.

If you have any questions about this Policy or our privacy practices, please contact us by e-mail at support@wideopenthinking.com.

1. Definitions

The terms “FLM,” “we,” “us,” and “our” refer to FLM.

The term “Personal Information” refers to information that identifies you personally, alone or in combination with other information available to us. Examples of Personal Information include your name, address, and e-mail address.

The term “Policy” refers to this online privacy policy.

References to this “Site” refer to the Web site owned by FLM and noted above.

The term “User-Generated Content” refers to all of the text, photographs, images, illustrations, graphics, sounds, video, audio-video clips, and other content you post on or through this Site. One way that User-Generated Content differs from other information you provide to us is that, once submitted, User-Generated Content is made available instantaneously to others who visit this Site.

2. Your Consent

Please take a few minutes to review this Policy before using this Site. By using this Site you are consenting to the collection, use, and disclosure of your Personal Information as set forth in this Policy. If you do not agree to be bound by this Policy, you may not continue to access or use this Site.

3. This Policy is Part of Our Terms of Use

This Policy is part of the [Terms of Use](#) that govern your use of this Site.

4. Privacy Notices

This Policy may be amended from time to time by “privacy notices” posted on this Site. These privacy notices provide a level of detail that we cannot provide in this more general description of our privacy practices. For example, certain pages of this Site may contain privacy notices providing details about the Personal Information we collect on those pages, why we need that information, and choices you may have about the ways we use that information.

5. Other Agreements

When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of

agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of this Policy, the terms of the click-through agreement will supplement or amend this Policy, but only with respect to the matters governed by the “click-through agreement.”

6. Types of Personal Information We Collect

Information You Volunteer. FLM collects the Personal Information you and others knowingly and voluntarily provide when you use this Site. For example, we collect the Personal Information you provide when you subscribe to content on the Site. This includes your email address and name. We leverage this information to establish a unique identity on the Site and to understand who you are when you contact us with questions. Your email address is also used when connecting to 3rd party content providers for news and markets. Some of the information you post to this Site may constitute User-Generated Content. All User-Generated Content must comply with our [Terms of Use](#)

Information Sent to Us by Your Web Browser. We collect information that is sent to us automatically by your Web browser. This information typically includes your IP address, the identity of your Internet service provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. Please check your browser if you want to learn what information your browser sends or how to change your settings. Generally, we do not link the information provided by your browser to your Personal Information.

More About IP Addresses. An “IP address” is a unique number that is automatically assigned to your computer when you connect to the Internet. It is used to identify your computer’s “location” in cyberspace, so that the information you request can be delivered to you. If you use a dial-up connection or a connection that assigns dynamic IP addresses, your computer will be assigned a new IP address each time you connect to the Internet. If, however, your computer is permanently connected to the Internet using a static IP address, the IP address assigned to your computer will generally be the same each time you use your computer.

If you have registered with this Site, we may link your IP address to account information that identifies you personally. We may also provide your IP address to our third-party service provider who can use it to identify your state and zip code. This gives us valuable demographic information about the individuals who use this Site. In addition, if, we suspect fraud or a threat to the security of this Site, we may share our server logs—which contain users’ IP addresses—with the appropriate investigative authorities, who could use that information to trace and identify individuals.

Cookies and Similar Technologies. We use “cookies” and other Web technologies to collect information and support certain features of this Site. For example, we may use these technologies to:

- collect information about the ways visitors use this Site—which pages they visit, which links they use, and how long they stay on each page;
- support the features and functionality of this Site—for example, to save you the trouble of reentering information already in our database or to prompt the settings you established on previous visits; and
- personalize your experience when you use this Site.

Generally, the information we collect using these Web technologies does not identify you personally. If, however, you have created a user identity, for example, by registering with this Site, we may link the information we collect using these Web technologies to other information that identifies you personally.

In addition to the cookies FLM delivers to your computer, our partners may use cookies. For example, our partners may deliver cookies through this Site or via e-mail that allow them to recognize you in future Web sessions as someone who has expressed an interest in this Site or in our products or services. Likewise, links in e-mails sent to you by our partners may be designed so that we can identify recipients who click on them and/or measure the effectiveness of the e-mail campaign. Cookies delivered by our partners do not identify you personally. They are used to help the Web sites you visit understand your interests and to customize the content of the content presented to you. The expiration durations of cookies delivered by our partners vary and are set by our partners.

Generally, if you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Please note, however, that your browser cannot screen out cookies that are sent by e-mail.

Although you are not required to accept cookies when you visit this Site, you may be unable to use all of the functionality of this Site if your browser rejects our cookies.

7. User-Generated Content

The User-Generated Content you submit on or through this Site is available to others who visit this Site. In addition, we may use User-Generated Content you submit on or through this Site in advertising campaigns and other promotions. We may or may not use your name in connection with such use, and we may or may not seek your consent before using the content for such purposes.

Therefore, you should have no expectation of privacy with respect to User-Generated Content you submit on or through this Site. You should not submit any content you do not wish to make available to the general public, and you must take special care to make sure your submissions comply with our Terms of Use. All terms and conditions of our Terms of Use apply to User Generated Content submitted on or through this Site. In particular, your submissions must not violate the privacy or other rights of others.

8. How We Use Personal Information Collected Through This Site

Generally, we use the Personal Information we collect through this Site

- to provide the information and learning assets you request;
- for security, or fraud prevention purposes;
- to provide you with effective customer service;
- to provide you with a personalized experience when you use our Sites;
- to contact you with special offers and other information we believe will be of interest to you (in accordance with any privacy preferences you have expressed to us);
- to contact you with information and notices related to your use of our Sites;
- to invite you to participate in surveys and provide feedback to us (in accordance with any privacy preferences you have expressed to us);to better understand your needs and interests;
- to improve the content, functionality and usability of this Site;
- to improve our products and services;
- to improve our marketing and promotional efforts; and
- for any other purpose identified in an applicable privacy notice, click-through agreement or other agreement between you and us.

Please see below for information about the choices you have about the ways we use your Personal Information.

9. Your Choices

In General. We respect your right to make choices about the ways we collect, use and disclose your Personal Information. In most cases, we will ask you to indicate your choices at the time we collect your Personal Information. For example, when you complete your profile on your first entry into this Site, we inform you that you are consenting to the terms of the site and if you do not consent to the terms of use, you may exit the site and decline access..

Previously Expressed Preferences. You may change previously expressed preferences regarding how we use your Personal Information. If at any time you wish to be taken off our mailing lists, please contact us at Support@wideopenthinking.com .

Please provide your full name, postal address and e-mail address so that we can find you on our mailing lists. Once we have the information we need, we will remove you from our mailing lists as you have requested. Please give us a reasonable amount of time to honor your request.

How to Access, Update or Correct Your Personal Information

If you wish to access, update or correct your Personal Information, please click on the PROFILE link in the header of the website after you login. If you wish for us to assist you in updating your information, please contact us at Support@wideopenthinking.com. We will respond to you within a reasonable time and, in any case, within the time limits established by applicable law. We may ask you for additional information to verify your identity. In most cases, we will provide access and correct or delete any inaccurate information you discover. In some cases, however, we may limit or deny your request if the law permits or requires us to do so or if we are unable to verify your identify.

10. Steps We Take to Safeguard your Personal Information

We maintain reasonable administrative, physical and technological measures to protect the confidentiality and security of Personal Information you submit on or through this Site. Unfortunately, no Web site, server or database is completely secure and we cannot guarantee that your Personal Information will not be disclosed, misused or lost by accident or by the unauthorized acts of others.

11. How We Share Your Personal Information With Others

Third-Parties. FLM shares Personal Information collected through this Site with third-party vendors who act for or on behalf of FLM. For example, we use third-party vendors to design and operate this Site; to provide news and markets. These third-party vendors may need information about you to perform their functions. We may also provide the Personal Information collected through this Site to our partners so that they can send breaking news and other information they believe of interest to you.

Business Transfers. Your Personal Information may be transferred to successor organization if, for example, we transfer the ownership or operation of this Site to another organization or if we merge with another organization. If such a transfer occurs, the successor organization's use of your Personal Information will still be subject to this Policy and the privacy preferences you have expressed to us.

Compliance with Laws and Protection of Our Rights and the Rights of Others. We may disclose your Personal Information when we, in good faith, believe disclosure is appropriate to comply with the law, a court order or a subpoena. We may also disclose your Personal Information to prevent or investigate a possible crime, such as fraud or identity theft; to protect the security of this Site; to enforce or apply our online Terms of Use or other agreements; or to protect our own rights or property or the rights, property or safety of our users or others.

As Described in a Privacy Notice. We reserve the right to disclose your Personal Information as described in any privacy notice posted on a page of this Site where you provide that information. By providing your Personal Information on that page you will be consenting to the disclosure of your Personal Information as described in that privacy notice.

As Described in a Click-Through Agreement. We reserve the right to disclose your Personal Information as described in any click-through agreement to which you have agreed.

12. Links to Other Sites

This Site may contain links to Web sites operated by other organizations, including Web sites operated by our third-party service providers and other third parties. For example, if you click on an article or advertisement on this Site, you may be taken to a Web site that we do not control. This Policy does not apply to Personal Information collected on any of these third-party Web sites. When you access third-party Web sites through a link on this Site, please take a few minutes to review the privacy policy posted on that site.

13. This Policy May Change

This Policy describes FLM's current policies and practices with regard to the Personal Information we collect through this Site.

We are continually improving and adding to the features and functionality of this Site and the services we offer through this Site. As a result of these changes (or changes in the law), we may need to update or revise this Policy. Accordingly, we reserve the right to update or modify this Policy at any time, without prior notice, by posting the revised version of this Policy behind the link marked "Privacy Policy" at the bottom of each page of this Site. Your continued use of this Site after we have posted the revised Policy constitutes your agreement to be bound by the revised Policy. However, we will honor the terms that were in effect when we gathered data from you.

For your convenience, whenever this Policy is changed, we will alert you by posting a notice on our home page for sixty days. We will also update the "effective date" at the top of this page. If more than sixty days goes by between your visits to this Site, be sure you check the effective date to see if this Policy has been revised since your last visit.

You may access the current version of this Policy at any time by clicking the link marked "Privacy Policy" at the bottom of each page of this Site.