



# TERMS and CONDITIONS

## ACKNOWLEDGEMENT

I hereby affirm that I am over the age of eighteen, and I authorize the investigation of all statements made by me to the College for Financial Planning or the National Association of Insurance and Financial Advisors (NAIFA) including, but not limited to, those statements contained in this Application. I understand that misrepresentation or omission of facts is cause for denial or revocation of the right to use the Accredited Asset Management Specialist<sup>SM</sup>, Accredited Domestic Partnership Advisor<sup>SM</sup>, Accredited Portfolio Management Advisor<sup>SM</sup>, Accredited Wealth Management Advisor<sup>SM</sup>, Chartered Retirement Planning Counselor<sup>SM</sup>, Chartered Retirement Plans Specialist<sup>SM</sup>, Chartered Mutual Fund Counselor<sup>SM</sup>, Chartered SRI Counselor<sup>SM</sup>, Financial Paraplanner Qualified Professional<sup>SM</sup>, Life Underwriter Training Council Fellow<sup>SM</sup>, Wealth Management Specialist<sup>SM</sup>, AAMS<sup>®</sup>, ADPA<sup>®</sup>, APMA<sup>®</sup>, AWMA<sup>®</sup>, CRPC<sup>®</sup>, CRPS<sup>®</sup>, CMFC<sup>®</sup>, CSRIC<sup>®</sup>, MPAS<sup>®</sup>, FPQP<sup>®</sup>, LUTCF<sup>®</sup>, WMS<sup>SM</sup> trademarks or federally registered service marks (collectively referenced herein as Marks), and that I may not use any of the Marks until I receive official notification of my authorization to do so by the College for Financial Planning.

I affirm that I have read, understand, and voluntarily agree to be bound by the Terms and Conditions set forth below. I declare under penalty of perjury that the representations contained in this Application are true, complete, and correct. I understand that all fees are non-refundable, regardless of whether authorization to use any Marks is granted or revoked.

I understand that by submitting this Application electronically, I am consenting to the use of electronic records regarding my Application with the College for Financial Planning. I acknowledge that I am the same individual referenced in the information I am submitting to the College for Financial Planning. I understand that I am waiving any rights to challenge the authenticity of this record and any further electronic records between myself and the College for Financial Planning.

I understand that the College for Financial Planning is the sole owner of the Marks, excluding Life Underwriter Training Council Fellow<sup>SM</sup> and LUTCF<sup>®</sup> and the College for Financial Planning maintains full authority over the authorization to use the Marks. I understand NAIFA is the sole owner of the Life Underwriter Training Council Fellow<sup>SM</sup> and LUTCF<sup>®</sup> Marks and that the College is the sole owner and provider of the LUTCF<sup>®</sup> education program and serves as NAIFA's appointed agent by administering the trademarks and the standards and requirements for obtaining and maintaining authorization to use the Marks. I understand NAIFA and the College (through a sublicense agreement) co-confer authorization to use the Marks to individuals who successfully complete the College's LUTCF<sup>®</sup> designation education program and are deemed to have satisfied the designation application requirements.

I understand use of the Marks is subject to these Terms and Conditions and additional ongoing renewal requirements as they presently exist or as they are modified from time to time.

## I agree that:

**a. Authorization.** Upon acceptance of my initial or renewal application (Application) and subject to these Terms and Conditions (Terms), I will be granted a limited, personal, non-transferable, non-assignable, royalty-free, non-exclusive, revocable license to use the Marks (as defined below). No other rights are granted except for those explicitly granted herein.

**b. Term of Use.** Permission to use the Marks exists solely for the authorization period, as defined by the College. At the end of such authorization period, if I do not renew my rights to use the Marks, the authorization expires, all rights to use the Marks terminate, and I must immediately cease use of any and all Marks previously granted to me. My rights to use the Marks may be terminated if at any time I fail to maintain current authorization status.

**c. Restrictions on Use.** Without limiting the other terms and restrictions set forth in these Terms, I will not, directly or indirectly: (i) use the Marks in conjunction with the sale of any tangible goods, (ii) state or imply that the College or NAIFA has made a determination on the merits or quality of any services I may render, (iii) license individuals to use the Marks, (iv) use the Marks in a manner that implies another individual or company is qualified to use the Marks, or (v) use the Marks in violation of the policies and procedures and Marks usage guidelines, which are incorporated herein by reference.

**d. Ownership.** I understand the rights to use the Marks are limited to those referenced herein and does not extend to any other of the College's or NAIFA's Marks. I will display or use the Marks only in the manner permitted and as defined in the *Guide to Use of the Marks*, which is referenced herein.

**e. Compliance with Rules and Policies.** I have read, understand, and will comply with all rules and policies contained in the College's *Policies and Procedures*, those posted on the College's and NAIFA's Website, and those contained in the *Designation Requirements: Policies and Procedures* document, all of which are incorporated herein by reference, as they presently exist and as they may be amended from time to time.

**f. Revocation of Right to Use.** The College retains the absolute and unrestricted right to revoke, at its sole discretion, any rights I have to use any of its Marks and NAIFA retains the absolute and unrestricted right to revoke, at its sole discretion, any rights I have to use the Life Underwriter Training Council Fellow<sup>SM</sup> and LUTCF<sup>®</sup> Marks, if either entity finds that I have failed to comply with the Rules, Standards, Policies or Procedures or these Terms. In addition, if it is determined that I have misused the Marks, I agree I will immediately cease use of the Marks, change the manner in which I use the Marks or comply with any other remedy deemed appropriate for the circumstances. Failure to respond to inquiries, notices, or investigations initiated by the College or its assigned agent(s) may result in termination of any rights I have in the use of the Marks.

**g. Indemnification.** Neither NAIFA nor the College nor DF Institute, LLC (the College's parent company), nor any directors, officers, employees, or others acting on their behalf shall be liable to me for any actions taken or omitted in an official capacity or in the scope of employment, except to the extent that such actions or omissions constitute willful misconduct or gross negligence, and I hereby release NAIFA, the College and DF Institute, LLC and the persons identified above from any liability for any such actions or omissions. I further agree to defend, indemnify, and hold harmless NAIFA, the College, DF Institute, LLC, and any directors, officers, employees, agents or others acting on their behalf from and against any and all claims, demands, judgments, awards, and expenses related thereto (including court costs and reasonable fees of attorneys and other professionals) brought or threatened by any third parties, including my clients, arising out of: (i) any breach by me of my Application or these Terms; (ii) any failure by me or my authorized agents to comply with applicable laws; (iii) the services provided by me, (iv) any unauthorized representation, warranty, agreement or the like, express or implied, made by me or my authorized agents to or with any third party with respect to any acts or omissions (including statements, representations or warranties not authorized by NAIFA or the College); or (v) acts or omissions taken by me in connection with the use of the Marks. Notwithstanding the above, NAIFA, the College, and DF Institute, LLC expressly reserve the right to retain separate counsel to participate in the defense or settlement of any such claims.

**h. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL NAIFA, THE COLLEGE OR DF INSTITUTE, LLC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE, HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE ANY OF THE MARKS, INCLUDING WITHOUT LIMITATION THE IMPLEMENTATION OF THE FORMS OF DISCIPLINE, EVEN IF NAIFA, THE COLLEGE, OR DF INSTITUTE, LLC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NAIFA'S, THE COLLEGE'S OR APOLLO EDUCATION GROUP'S, INC. LIABILITY UNDER THIS DECLARATION AND AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND DEFAMATION) OR OTHERWISE, EXCEED THE AMOUNT PAID IN APPLICATION FEES. LIABILITIES SHALL BE LIMITED AND EXCLUDED, EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## i. Miscellaneous.

**1. Integration.** My initial or renewal Application, these Terms, and the documents incorporated herein by reference constitute the complete agreement and supersede all prior or contemporaneous oral or written representations and warranties. The College may modify these Terms from time to time. No modification by me to these Terms shall be binding upon the College unless in writing and signed by the College.

**2. Assignment.** I will not assign or transfer any of my rights or obligations under these Terms. Any assignment or delegation by me of these Terms or any of my rights or obligations hereunder shall be null and void. The College may assign its rights herein, without my prior consent.

**3. Relationship.** My relationship with the College for Financial Planning is that of a designee granted limited use of the Marks of an academic institution and in no way constitutes an independent contractor, partnership, franchise, joint venture, agency, or employment relationship.

**4. Enforcement.** If I do not cease use of any and all Marks immediately upon revocation, relinquishment, or termination, or I violate the provisions of these Terms, such action shall be considered exceptional, and I will pay any expenses the College may incur while enforcing this provision, including, but not limited to, attorney's fees.

**5. Choice of Law; Forum.** These Terms and any action relating thereto shall be governed by and construed and enforced in accordance with Wisconsin and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. I will not bring any action arising from or relating to these Terms except in a court of appropriate subject matter jurisdiction in LaCrosse, Wisconsin, and I expressly consent to personal jurisdiction and proper venue by and in such court.