

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CONTINUING TO USE THIS WEBSITE

Welcome to the Interactive Financial Advisors, Inc. website (the “Website”) at <https://someonewhocares.com> and thank you for visiting us. Interactive Financial Advisors, Inc. is sometimes referred to herein as “IFA”, “we”, “us”, or “our”. As used in this Terms of Use agreement, “you” and “your” means the user of this Website.

This webpage describes the terms and conditions that govern your use of the Website.

By choosing to access or use this Website, you are agreeing to abide by all of the terms and conditions of these Terms of Use between you and IFA. You: (i) represent and warrant that you reside in the United States, are at least eighteen (18) years of age and have otherwise reached the age of majority according to the law in the state where you live, (ii) understand that these Terms of Use is a contractual agreement between you and IFA, (iii) have read and consent to these terms and conditions (the “Terms of Use”) and our Privacy Policy, incorporated into these Terms of Use by reference, (iv) understand that these Terms of Use and our Privacy Policy govern your access and use of this Website, and (v) affirm that if you do not agree to be bound by these Terms of Use and the Privacy Policy, you will not continue to use this Website. These Terms of Use do not alter or change any terms or provisions of any contract or other agreement that exist between you and IFA. We may change, add or remove portions of these Terms of Use and our Privacy Policy at any time at our sole discretion, which changes shall become effective immediately upon posting. It is your responsibility to review these Terms of Use prior to each use of the Website and by continuing to use this Website, you agree to any changes.

NOTICE REGARDING WEBSITE

This Website provides you with access to informational content and tools designed to help you make decisions regarding services and products that may be available to you. The contents of this Website are intended for your personal, noncommercial use. Any information, content, or services provided herein should not be construed as legal, tax, or other professional advice. We believe the information provided on this Website to be accurate, and we make every effort to minimize errors. However, since both humans and computers are subject to mistakes, and since information can change quickly or without notice, we cannot absolutely guarantee the accuracy of the information provided. If you find an error, or any inaccuracy, please promptly inform us.

In choosing to access the Website, you do so through your own initiative and you are responsible for complying with all laws, rules and regulations. It is your responsibility to independently review the accuracy of any informational content provided to you on this Website.

In order to use the Website, you may need to enter and provide certain information, as described in our Privacy Policy. We take commercially reasonable precautions to maintain the security and integrity of the Website, including the use of industry standard encryption methods and the use of HTTPS security protocol. However, we make no warranty, express, implied or otherwise that we can or will prevent the unauthorized access or disclosure of your information, including personal information and any nonpersonal information.

We reserve the right, temporarily or permanently, to suspend or terminate access to this Website or change all or any part, including but not limited to, any features, content, product and/or service offerings, without notice or liability and at our sole discretion.

PERMISSION TO CONTACT

By completing and submitting a request form on our Website; you assert and confirm that you: (i) voluntarily provided us personal information that is your own, and is truthful and accurate to the best of your knowledge, (ii) read and understood any disclosure appearing adjacent to the designated Website submission button, in its entirety, prior to clicking on such button to receive information, (iii) agree that your request constitutes an established business relationship and your prior express written and signed consent (the "Prior Express Consent") for you to be contacted using any contact information you provided, including any phone numbers you provided, even if any such phone number(s) are registered with any state or federal do not call registry, (iv) understand you may continue to be contacted as permitted by law, and (v) waive any and all rights or claims that you were contacted without your Prior Express Consent, to the extent permitted by applicable law.

When you provide your Prior Express Consent and phone number(s), including mobile phone number(s), you understand and agree that: (i) we, our affiliates, or select nonaffiliated third-parties may communicate with you via automated dialing technology, artificial/prerecorded voice messages, and SMS or MMS messages for the purpose of marketing products or services and for all other purposes not prohibited by applicable law, and (ii) your carrier's message and data rates may apply.

You may contact us at any time to change your preference of how we communicate with you. We honor requests made by you to be added to our internal do not call list, within a reasonable period of time, and we will then no longer call you at such phone numbers again, unless you subsequently provide us your proper consent. If you wish to cease receiving SMS or MMS messages from us, please reply STOP to any such message we send.

Please note that if you wish to be placed on an internal do not call list or wish to cease receiving any SMS or MMS messages originating from any affiliate or other nonaffiliated third-party provider that may have been in contact with you, please utilize any available opt-out mechanisms they provide or contact them directly.

THIRD-PARTY CONTENT AND SERVICES

This Website may contain links to third-party websites, including without limitation, websites of third-parties and other financial service providers that are not maintained and controlled by us. You understand and agree that we are not responsible or liable for the functionality, actions, services, products, or content of such third-party websites and you exclusively bear all risks associated with the use of any third-party websites. While we are not required to monitor any transmission or content sent to or through this Website or any third-party website that may be linked to this Website, we reserve the right to monitor such transmissions or content, and may use or disclose information gathered from this Website or remove any such third-party links or content at any time, and at our sole discretion. We encourage you to read the terms and conditions and privacy policies of any third-party websites prior to using them.

Select nonaffiliated third-parties may communicate about or market products, programs and services that they believe may be of interest to you, however, we cannot guarantee that third-party providers; (i) will provide other product, program and service information to you or attempt to contact you for every request received, or (ii) will meet all of your requirements or be able to qualify you for any particular products, programs or services.

PERMISSIBLE USE AND PROHIBITED ACTIVITIES

You agree to use the Website and content only for lawful purposes and your personal and non-commercial use. You agree that you will not, in whole or in part, or in any form, (i) reproduce, copy, duplicate, republish, create derivative works from, transmit, distribute or otherwise exploit this Website or any of its content or design in any way to any other computer, website, server or other medium for publication or distribution, or

(ii) use this Website for any commercial purpose without our prior express written permission.

You agree that you are prohibited from and shall not use this Website for any of the following activities: (i) any purpose that would constitute a violation of any applicable law, regulation, rule or ordinance of any state or locality, or that could give rise to any civil or criminal liability; (ii) upload or transmit worms or viruses or any code of a destructive nature or use any device, software or routine that otherwise interferes or attempts to interfere with the proper working of this Website or any other person's use of this Website; (iii) decompiling, disassembling, reverse engineering or otherwise attempting to discover any source code, database structures, methodologies, algorithms, or other technology underlying the Website or any of its interactive features; (iv) use "web scraping", "spiders", "robots", or any other automated device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any content; (v) obtaining or attempting to obtain any documents, materials, or information through any means not purposely made available through this Website; (vi) download or otherwise reproduce, store or distribute content available on our Website; (vii) attempt to interfere with or circumvent security measures of this Website or probe, scan or test the vulnerability of this Website; (viii) manipulate the calculation, transmission or otherwise normal functioning of the Website to produce an outcome different from which it was intended, including but not limited to quoting algorithms, application pass-through information, API hand-offs, decision making criteria, etc.; (ix) disguise the origin of any content transmitted through this Website or manipulate your presence or impersonate another individual or entity; (x) take any action that imposes an unreasonable or disproportionately large load, as determined by us, on infrastructure of the Website, systems or networks, or any systems or networks connected to our Website; (xi) reproduce, record, retransmit, sell, rent, broadcast, distribute, publish, upload, post, publicly display, altered to make new works, perform, digitize, compile, translate or transmit in any way to any other computer, website or other medium or for any commercial purpose, without our prior express written consent; (xii) transmit spam, chain letters, or other unsolicited email; (xiii) harvest, collect or attempt to harvest or collect any personally identifiable information from the Website, underlying software, databases or connected third-party websites or information hand-off processes; (xiv) create unnatural activity on the website for the purpose of distorting click-through performance from third-party advertising partners; (xv) create any experience similar to the technology or website experience of IFA that could potentially confuse users into using a competing product or service and/or expose their personal information in a malicious way, including but not limited to phishing emails, phishing websites, etc.

INTELLECTUAL PROPERTY RIGHTS

This Website and its entire contents, features and functionality, including but not limited to: (i) all information, media, software, text, images, graphics, video and audio, music, photographs, buttons, user interfaces, and the design, selection, arrangement, and coordination thereof, and; (ii) any trademarks, service marks, slogans, logos, icons, domain names and other identifiers displayed in the content of this Website, are the property of IFA, its licensors, or other providers of such material, and are protected by copyright, trademark, trade dress, and other intellectual property or proprietary rights and laws. Except as stated herein, you are prohibited from modifying, creating derivative works from, copying, recording, storing, publicly displaying, transmitting, distributing, republishing, linking, downloading, uploading or posting in any form or by any means, any portion of this Website content or functionality, without our prior express written permission. By using this Website, you are not granted any title, rights or licenses to any intellectual property with respect to any of the Website content, and we reserve all rights not expressly granted hereunder.

We do not accept or consider unsolicited ideas, suggestions, proposals, comments, materials or other information relating to advertising, promotions, marketing, processes, design, redesign, or development of our products or services (referred to as "Submissions"). Please do not submit any Submissions in any form to us. The sole purpose of this guideline is to avoid potential misunderstandings or disputes when our services, products or marketing strategies might appear similar or identical to ideas submitted to us. If, despite our policy, you still send your Submissions to us, you agree that regardless of what your communication states, (i) any such Submissions will be considered to be nonconfidential and non-proprietary and will remain our exclusive property, and (ii) we may use the Submissions for any purpose and any reason, without any compensation to you.

WARRANTY DISCLAIMERS

ALL CONTENT PROVIDED ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IFA AND ANY THIRD-PARTY PROVIDERS OF WEBSITE SITE CONTENT MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE RELIABILITY, ADEQUACY, ACCURACY, OR THAT ANY DEFECTS OF THE WEBSITE OR ITS CONTENT WILL BE CORRECTED, OR THAT CONTENT IS FREE OF ANY VIRUSES OR OTHER

HARMFUL CODE. ALL WARRANTIES ARE HEREBY DISCLAIMED. WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES SOLD THROUGH THIS WEBSITE, AND WE ACCEPT NO LIABILITY IN CONNECTION WITH SUCH PRODUCTS. ALL SUCH PRODUCTS AND SERVICES ARE PROVIDED TO YOU PURSUANT TO THE TERMS AND CONDITIONS OF THE THIRD-PARTY PROVIDING SUCH PRODUCTS.

YOUR USE OF THIS SITE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THOSE EXCLUSIONS MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH THIS WEBSITE OR ITS CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. IN NO EVENT SHALL WE, OR OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PARTNERS, CONTRACTORS, THIRD-PARTIES, AFFILIATES, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU OR ANY OTHER PARTY AND SHALL HAVE NO LIABILITY FOR ANY LOSSES INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, REGARDLESS OF WHETHER OR NOT WE OR ANY SUCH PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You shall defend, indemnify and hold us harmless and our directors, officers, partners, employees, representatives, contractors, affiliates, successors or assigns, including all third-parties mentioned in this Website, from and against any and all claims, losses, damages, actions or demands, suits, arbitrations, expenses, costs and liabilities (including without limitation reasonable legal and accounting fees), alleging or resulting from your unauthorized use of this Website or its content or your breach of these Terms of Use.

CHOICE OF LAW

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions. Any action to enforce these Terms of Use shall have jurisdiction and venue in the state or federal courts located within the State of Illinois and the County of Cook. If any provision of these Terms of Use should be held invalid or unenforceable under applicable laws, such provision shall be rendered void, while the remaining provisions of these Terms of Use shall remain unaffected.

USE OUTSIDE OF THE UNITED STATES

This Website or any of its content is not intended for individuals or entities accessing it from jurisdictions outside of the United States. We do not make any representation that this Website or any of its content is appropriate for any visitors or users accessing it from outside of the United States, including any transmission of any Website data from the United States to any other country.

CONTACTING US

If you have any questions regarding these Terms of Use or the operation of the Website, you may contact us by email at info@swcares.com, or by U.S. Mail at 100 Batson Court, Suite 104, New Lenox, IL 60451. We also welcome any suggestions or feedback regarding your experience using this Website.