

Terms & Conditions

This Owner Account site (“Site”) is provided by The Minnesota Advisory Group LLC for information, education and communication purposes. Your access to and use of this Site is subject to the following Terms and Conditions of Use (this “Agreement”). If you do not agree to this Agreement, please do not use this Site.

We reserve the right, at our sole discretion, to modify, restrict, change or otherwise alter this Agreement, in whole or in part; impose limits on certain features, promotions or services; or to restrict, suspend, or terminate your access to all or any part of the Site and/or Services at any time, for any or no reason, with or without prior notice, and without liability.

Eligibility:

By using the Site, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. You further represent and warrant that all registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. You further represent and warrant that you are 18 years of age or older and that your use of the Site shall not violate any applicable law or regulation. Use of the Site is solely for your personal use, and you shall not authorize others to use your account, including your profile or email address. You understand that you are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials (“Content”) published or displayed through your account, and for your interactions with other users. This means that you, and not The Minnesota Advisory Group LLC, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Site.

Use of the Site by Children:

This Site does not target, through its advertising, appearance, links to other sites or otherwise, children under the age of 13. If you are under the age of 13, or are a parent of a child under the age of 13, please be aware that we do not permit registration by and do not knowingly collect any information from children under the age of 13.

Membership Terms:

This Agreement will remain in full force and effect while you use the Site. The Minnesota Advisory Group LLC may terminate your Site membership for any reason, at any time. Even after membership is terminated, this Agreement will remain in effect.

Non-Commercial Use by Users:

The Site is for the personal use of individuals only and may not be used in connection with any commercial endeavors. Organizations, companies and/or businesses may not register and should not use the Site for any purpose. Passwords and compiled names, photos, links and Site content are not to be transferred or copied from the Site for use with any other product or service. Illegal and/or unauthorized uses of the Site, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress.

Submissions:

We welcome your comments and submissions. However, any materials submitted by you, comments, feedback, notes, messages, ideas, suggestions, photos, videos or other communications (collectively, "Materials") sent to The Minnesota Advisory Group LLC shall be and remain the exclusive property of The Minnesota Advisory Group LLC. The Materials you submit must not violate or infringe upon any rights of any third parties. Your submission of any such Materials shall constitute an assignment to The Minnesota Advisory Group LLC of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Materials. The Minnesota Advisory Group LLC will be entitled to use, reproduce, disclose, publish and distribute any Materials you submit for any purpose whatsoever, without restriction and without compensating you in any way.

Your submission constitutes your agreement to execute any instruments reasonably requested by The Minnesota Advisory Group LLC to confirm the foregoing assignment. For this reason, we ask that you not send us any Materials that you do not wish to assign to us.

You are solely responsible for the content of any messages and/or images you submit, and The Minnesota Advisory Group LLC assumes no liability for any content submitted by you. We may, but are not obligated to, edit, restrict or remove any or all content from a message that we determine in our sole discretion violates these guidelines or is otherwise deemed inappropriate by The Minnesota Advisory Group LLC for any reason. We reserves the right to purge the content you provide after 90 days of creation. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit.

Code of Conduct:

1. You understand and agree that The Minnesota Advisory Group LLC may, but is not obligated to, review, edit or delete any content, messages, photos or profiles (collectively, "Content") that in the sole judgment of The Minnesota Advisory Group LLC violate this Agreement or are deemed by The Minnesota Advisory Group LLC to be inappropriate for any reason, or which might be offensive, illegal, or that might violate the rights, or harm or threaten the safety of Owner Account Users ("Users").
2. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Users. Do not send us any confidential or proprietary information. Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Statement, any feedback, data, answers, questions, comments, suggestions, ideas or the like that you do transmit or post to the Site by electronic mail, message boards, file transfer protocol or otherwise ("Communications") will be treated as non-confidential and nonproprietary. By posting Content to any public area of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to The Minnesota Advisory Group LLC an irrevocable, perpetual, nonexclusive, fully paid, worldwide license to disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text and other things embodied therein for any and all commercial or noncommercial purposes.
3. The following is a partial list of the kind of Content that is illegal or prohibited on the Site. The Minnesota Advisory Group LLC reserves the right, but does not have the obligation, to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation removing the offending communication from the Service and terminating the membership of such violators. It includes Content that:

is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person;

involves the transmission of “junk mail,” “chain letters,” unsolicited mass mailing or “spamming,” or flooding; promotes or contains information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protected devices, or providing pirated music or links to pirated music files; imposes an unreasonable or disproportionately large load on this Site’s computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or otherwise, or which in any way promotes or facilitates any such activity; contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page); displays pornographic or sexually explicit material of any kind; solicits personal information from anyone under 18; provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses; solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes. Even though all of this is strictly prohibited, there is a small chance that you might become exposed to such items, and You further waive Your right to any damages (from any party) related to such exposure.

You must use the Service in a manner consistent with any and all applicable laws and regulations. You may not engage in advertising to, or solicitation of, other Users to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other Users. Although The Minnesota Advisory Group LLC cannot monitor the conduct of its Users off the Site, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Users from such advertising or solicitation, The Minnesota Advisory Group LLC reserves the right to restrict the number of messages which a Member may send to other Users in any 24-hour period to a number which The Minnesota Advisory Group LLC deems appropriate in its sole discretion. You may not attempt to impersonate another user or person.

You may not transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature.

You may not modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site. You may not remove any copyright, trademark or other proprietary rights notices contained in the Site or Content.

You may not “Frame” or “mirror” any part of the Site without our prior written authorization.

You may not harvest or collect information about Users without their express prior, written consent. You acknowledge that The Minnesota Advisory Group LLC may or may not pre-screen Content, but that The Minnesota Advisory Group LLC and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse or remove any Content that is available via the Site for any reason.

You acknowledge, consent and agree that The Minnesota Advisory Group LLC may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms and conditions of use; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of The Minnesota Advisory Group LLC, its users and the public.

Links:

The Site may contain links to sites that are controlled by third parties. Those linked sites are not controlled by The Minnesota Advisory Group LLC and You acknowledge that The Minnesota Advisory Group LLC is not responsible for the content of any such linked site or any link contained in a linked site. The Minnesota Advisory Group LLC provides such links only as a convenience, and the inclusion of any link does not imply endorsement by The Minnesota Advisory Group LLC of any linked site.

Copyright:

All content included on this Site is used with the permission of The Minnesota Advisory Group LLC, such as text, graphics, logos, icons, images, video, animation and audio clips. The content on this Site and any material submitted via this Site is the property of The Minnesota Advisory Group LLC and is protected by United States and international copyright laws. You may not distribute, modify, transmit, reuse, re-post or use the content of the Site for public or commercial purposes, including the text, images, audio and video without The Minnesota Advisory Group LLC's express, prior written permission. The software utilized on this site is the property of The Minnesota Advisory Group LLC and/or its software suppliers and is protected by United States and international copyright laws. You may download material displayed on the Site for non-commercial, personal use only, provided you also retain all copyright and other proprietary notices contained on the materials.

Trademarks:

The Minnesota Advisory Group LLC Trademarks, logos and service marks (collectively "The Minnesota Advisory Group LLC") displayed on the Site are registered and unregistered Trademarks of The Minnesota Advisory Group LLC or others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any The Minnesota Advisory Group LLC Trademark displayed on the Site without the written permission of The Minnesota Advisory Group LLC. Your misuse of the Trademarks displayed on the Site, except as provided in these Terms of Use, is strictly prohibited.

User Disputes:

You are solely responsible for your interactions with other Site users. The Minnesota Advisory Group LLC reserves the right, but has no obligation, to monitor disputes between you and other Site users.

Privacy:

Use of the Site and/or the Service and any data collected by The Minnesota Advisory Group LLC are governed by The Minnesota Advisory Group LLC's Privacy Statement 3.

Disclaimers:

The Minnesota Advisory Group LLC is not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the Site, whether caused by users of the Site or by any of the equipment or programming associated with or utilized in the Site. The Minnesota Advisory Group LLC is not responsible for the conduct, whether online or offline, of any user of the Site. The Minnesota Advisory Group LLC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. The Minnesota Advisory Group LLC is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating in or downloading materials in connection with the Web and/or in

connection with the Site. Under no circumstances will The Minnesota Advisory Group LLC be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Site, any Content posted on the Site or transmitted to others, or any interactions between users of the Site, whether online or offline. THE SITE AND THE SERVICE ARE PROVIDED "AS-IS" AND The Minnesota Advisory Group LLC EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. The Minnesota Advisory Group LLC cannot guarantee and does not promise any specific results from use of the Site. The Site may be temporarily unavailable from time to time for maintenance or other reasons. No advice or information, whether oral or written, obtained by user from The Minnesota Advisory Group LLC or through or from the Site shall create any warranty not expressly stated herein.

Limitation on Liability:

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL The Minnesota Advisory Group LLC BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, EVEN IF GM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our Rights:

The Minnesota Advisory Group LLC reserves the right to modify or discontinue the Site in whole or in part for any reason, at its sole discretion, with or without notice to Users. Each User agrees that The Minnesota Advisory Group LLC will not be liable to the User or any third party for any modification or discontinuance of the Site. The Minnesota Advisory Group LLC reserves the right to terminate any User's participation in or access to the Site if, in The Minnesota Advisory Group LLC's sole judgment, such User has in any way violated this Agreement.

Fraud:

Fraud or abuse relating to the registration process, providing of personal information, or use of the Site is a violation of this Agreement. Users are solely responsible for any fraudulent use that may occur due to the theft of or sharing of a User's password. Users agree to immediately notify The Minnesota Advisory Group LLC of any unauthorized use of their account or any other breach of security known to them. The Site is a service provided to an individual User, not a company or other entity, and a company or other entity may not direct, encourage or allow individuals to participate for anything other than individual use.

ANY ATTEMPT BY ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SITE IS A VIOLATION OF THIS AGREEMENT. The Minnesota Advisory Group LLC RESERVES THE RIGHT TO INVESTIGATE ANY SUSPICIOUS ACTIVITY TO SEEK monetary DAMAGES and Criminal prosecution FROM ANY SUCH PERSON or institution TO THE FULLEST EXTENT PERMITTED BY LAW.

U.S. Export Controls:

To the extent that there is Software on this Site, it is further subject to United States Export Controls. No software from this Site may be downloaded or exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Disputes:

If there is any dispute about or involving the Site and/or the Service, by using the Site, you agree that any dispute shall be governed by the laws of the State of Minnesota without regard to conflict of law provisions and you agree to personal jurisdiction by and venue in the state and federal courts of the State of Minnesota.

Indemnity:

You agree to indemnify and hold The Minnesota Advisory Group LLC and its subsidiaries, affiliates, officers, directors, agents, information providers, licensors, other partners and employees (collectively, the “Indemnified Parties”) harmless from any loss, liability, claim or demand, including reasonable attorney’s fees, made by any third party due to or arising out of your use of the Site, or your violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

Questions:

The Site is provided by The Minnesota Advisory Group LLC. If you have any questions, comments or complaints regarding this Agreement or the Site, feel free to legal@Minnesotaadvisorygroup.com

Notice for California Users:

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Filtering:

Pursuant to 47 U.S.C. Section 230 (d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Web sites of Blue Coat K9 Web Protection <http://www1.k9webprotection.com/> and of America Links Up: <http://www.netparents.org/parentstips/browsers.html>.

Other:

This Agreement, accepted upon use of the Site and further affirmed by becoming a User of the Site, contains the entire agreement between you and The Minnesota Advisory Group LLC regarding the use of the Site. The failure of The Minnesota Advisory Group LLC to exercise or enforce any right or provision of these Terms and Conditions of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.