#### TERMS AND CONDITIONS OF USE

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## INFORMATION COLLECTED BY ARCHERFIELD - GENERAL USERS

In general, you can visit this Site without telling us who you are or revealing any information about yourself.

Archerfield's web servers may collect the domain names, not the e-mail addresses, of visitors. This data helps us determine what is most beneficial for our users and how to continually create a better overall experience for them. This data does not include personally identifying information.

Archerfield may gather Personal Information so that we can improve and personalize your experience with Archerfield. Information that we collect falls into the following primary categories. We may receive Personal Information that you enter into the Site, provide in an online form, or provide in any other way. You can choose not to provide some or all of the Personal Information we request, but this may prevent you from using some of our Site's services and/or features.

In addition to the preceding categories of Personal Information, Archerfield also collects certain non-identifiable information (the "Non-Identifiable Information"). Whenever you interact with Archerfield, we receive and store certain types of Non-Identifiable Information. For example, we may use "cookies" to obtain information when your web browser accesses this Site. A cookie is an alphanumeric identifier which we transfer to your computer via your Web browser and store on your computer's hard drive. The cookie file allows us to recognize your computer when you visit our Site. On most web browsers you will find a "help" section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie, and how to turn cookies off. We recommend that you leave cookies turned on because they may

enable you to take advantage of some of our Site's best features.

# HOW DO WE USE YOUR PERSONAL INFORMATION AND OTHER NON-IDENTIFIABLE INFORMATION?

Archerfield uses the Personal Information you provide to us through this Site in a manner that is consistent with our Privacy Statement. If you provide Personal Information for a certain reason, we may use it in connection with the reason for which it was provided. For instance, if you contact us by e-mail, we may use the Personal Information you provide to answer your question or resolve your problem. If you contact us about a job listing, we may use your Personal Information to consider you for the position. Archerfield also uses your Personal Information and other Non-Identifiable Information collected through the Site to help us improve the content and functionality of the Site, to better understand our partners and markets, and to improve our products and services. Archerfield may also use your Personal Information to contact you, electronically or otherwise, in the future to tell you about news we believe will be of interest to you or to make it easier for you to use our site. If we do so, each communication that we send to you will contain instructions permitting you to "opt-out" of receiving future communications.

## DOES ARCHERFIELD SHARE THE INFORMATION IT RECEIVES?

We are not in the business of selling information about our users. We consider this information to be a vital part of our relationship with our partners and we treat it with great care and respect. There are, however, certain circumstances in which we may share your Personal Information with certain third parties, as set forth below.

**Agents:** Archerfield, like many companies, may hire other companies to perform certain functions, such as mailing communications, sending e-mail and managing databases. When we employ another company to perform a function of this nature, we only provide them with the Personal Information they need to complete the task and we endeavor to prohibit them from using that Personal Information for any other purpose.

**Business Transfers:** As we develop our business, we might sell or buy businesses or assets. In transactions such as these, Personal Information may be one of the transferred business assets.

**Protection of You and Ourselves:** We may release account and other Personal information when we believe that such release is appropriate to comply with legal requirements, protect the rights, property or safety of our users, **Archerfield** or others, or enforce terms of our Terms of Use. In addition, we may exchange information with other organizations for fraud protection and risk reduction.

# HOW SECURE IS INFORMATION ABOUT ME?

Archerfield uses reasonable measures to protect the Personal Information you provide to the Site from unauthorized access, deletion or alteration. However, the security of the Internet cannot be guaranteed.

## **SECURE TRANSACTIONS**

Archerfield maintains physical, electronic, and procedural safeguards to guard any non-public personal information you provide. When you are in a secure portion of our Site, your personal information is protected by Archerfield 's sophisticated security software. Archerfield 's servers have been enabled with Secure Sockets Layer ("SSL") technology to automatically encrypt your information and help prevent unauthorized parties from viewing your non-account [or credit card] information during a secure session. That is why you must enter a unique User Name and Password each time you access your account information online.

When appropriate, Archerfield employs Digital Certificates using SSL encryption provided by a validated security company and automatically use 40, 56, or 128 bit encryption based upon your browser's ability and security settings (the highest level possible is automatically selected).

At no time is any secure information sent using email or any insecure means.

Some Web browsers and some firewalls will not permit a secure connection. If your Web browser will not permit a secure connection, you can use a standard server connection to complete your transaction, but this method may not be secure.

To check that your browser is in secure mode, check that a "lock" or a "key" icon is displayed in the lower left-hand corner of your browser window. You can also check by looking at the URL bar on top of your browser. This line will typically show the first characters as "https" when a secure connection has been established rather than "http" which indicates a connection that is not secured.

# **COOKIES**

We employ and/or our third party advertising partner(s) employ a software technology called cookies, that help us better manage content on our site by informing us what content is effective. Cookies are used to track the online movements of Web users. Cookies are stored on a user's computer hard drive. We do not tie the information gathered by cookies to our customers' personally identifiable information.

A "cookie" is an element of data that a website can send to a browser which may then get stored on a computer. The cookie can be used to identify that you visited the Site or are a repeat user of our site. Cookies can be used to track your movement from page to page, or within a single page of a website. Archerfield uses cookies to enhance navigation and functionality of the Site, to securely verify your identity, to personalize aspects of your experience on Archerfield's Site and to share Archerfield news which we believe may be of interest to you on other sites you may visit. You do not have control over cookies but you may be able to set your browser to notify you when a cookie is being placed on your computer.

You may be able to set your browser software to not accept cookies at all. However, if you refuse to accept cookies or if you remove a cookie that is on your computer, it may affect your ability to log into certain areas and your ability to use certain tools and content on www.familendowment.com. We do not link the information we store in cookies to any personally identifiable information you submit while on our site

# **CLEAR GIFs (Web Beacons)**

We employ and/or our third party advertising partner(s) employ a software technology called clear gifs (a.k.a. Web Beacons), that help us better manage content on our site by informing us what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence. We do not tie the information gathered by clear gifs to our customers' personally identifiable information.

#### SUBSCRIPTION SERVICES

To opt-out of receiving communications you have expressly requested (such as email newsletters), please follow the opt-out instructions included in each subscription communication; or contact <a href="mailto:info@archerfieldfunding.com">info@archerfieldfunding.com</a> and include your name, e-mail, and relevant information about your subscriptions and registrations; or contact us by telephone at 866-822-7240.

## ACCESS TO INFORMATION ABOUT YOU

If you desire to review your own personal information, to correct existing information, or to remove your information, please contact Archerfield via email at <a href="mailto:info@archerfieldfunding.com">info@archerfieldfunding.com</a> or by telephone at 866-822-7240. If you request removal of your Personal Information, you acknowledge that residual information may continue to reside in Archerfield's records and archives, but Archerfield will not use that information for commercial purposes. Archerfield reserves the right to maintain your personal information if Archerfield has suspended, limited, or terminated your access to our Site for violating the Terms of Use, which are hereby incorporated by reference.

# LINKS TO THIRD PARTY SITES

You may be able to access Internet Websites owned by third parties ("Third Party

Sites") available through links from this Site. You understand and agree that your use of such Third Party Sites will be governed by the privacy policies of those sites and not by these terms and conditions of use. Archerfield shall not be responsible for the actions of any Third Party Site operators.

#### INFORMATION PROVIDED BY YOU

Any personally identifiable information you provide to Archerfield via this Site is protected by Archerfield's Privacy Statement. Archerfield does not want you to, and you should not, send any confidential or proprietary information to Archerfield except as specifically noted in Archerfield's interactive areas. You agree that any information or materials that you, or individuals acting on your behalf, provide to Archerfield will not be considered confidential or proprietary except as specifically noted in Archerfield's interactive areas. By providing any such information or materials to Archerfield, you expressly grant Archerfield an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials, and you further agree that Archerfield is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Archerfield.

#### USER REGISTRATION AND PASSWORD

You are responsible for maintaining the confidentiality of any password you may receive. You are responsible for all uses of your password, whether or not authorized by you. You agree to notify **Archerfield** immediately of any unauthorized use of your password.

## **CHANGES TO SITE**

Archerfield may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features of the Site, at any time. Archerfield may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability. Archerfield may terminate the authorization, rights and license given above and, upon such termination, you shall immediately destroy all materials licensed to you by Archerfield through your use of the Site.

## **CONTACTING ARCHERFIELD**

If you have any questions about Archerfield, Archerfield's Privacy Policy or these Terms and Conditions of Use, please contact us by calling Archerfield at 866.822.7240, send us an email at <a href="mailto:info@archerfieldfunding.com">info@archerfieldfunding.com</a> or write to us at Archerfield Funding, 5100 PGA Blvd., Suite 305, Palm Beach Gardens, FL 33418.

- We use email links located on various areas of the Site to allow you to contact us directly with any questions or comments you may have.
- We read every message sent in and try to reply promptly to every one.
- We use the information you provide to respond directly to your questions or comments.
- We may also retain your comments to help us improve the site and any programs offered on the Site.
- Except as noted in the Archerfield Privacy Policy, your personal information is only shared with persons not affiliated with Archerfield with your explicit permission.

## UNSOLICITED E-MAIL

If you have received an unsolicited e-mail from **Archerfield**, you may have received it from a third party not affiliated in any way with **Archerfield**.

- Archerfield does not engage in, nor do we condone the practice of sending out mass emails that are unsolicited by their recipients. Unfortunately, some third parties and individuals can create e-mail messages with forged addresses in the FROM: field. This can have the effect of making the message look more legitimate. If you receive such an e-mail, please be aware that these messages originate completely outside of Archerfield's e-mail system and therefore we have little or no control over them. In most cases we may not even know this is taking place.
- Please understand that we are taking measures to prevent this type of
  occurrence but at this time we are unable to guarantee that it can be
  completely eliminated. Additionally, if we do send e-mail to our
  customers, we will, where appropriate, allow the recipient to request not to

be contacted in the future.

If you wish to contact us about any e-mail issue that you feel is **Archerfield** related, please send your message to <a href="mailto:info@archerfieldfunding.com">info@archerfieldfunding.com</a> or call Archerfield at 866.822.7240.

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