

# Varno + Co Website Terms of Use

## Acceptance of the Terms of Use

These terms of use are entered into by and between You and Varno + Co (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “**Terms of Use**”), govern your access to and use of varnoco.com, including any content, functionality, and services offered on or through varnoco.com (the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.varnoco.com/PrivacyPolicy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time, so you are aware of any changes, as they are binding on you.

## Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy* <https://www.varnoco.com/PrivacyPolicy>, and you consent to all actions we take with respect to your

information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Website Accessibility**

The owner of this Website is committed to providing individuals with disabilities access to goods, services and privileges offered on the website [varnoco.com](http://varnoco.com) and is in the process of improving the accessibility of [varnoco.com](http://varnoco.com).

We endeavor to develop and update website content using current technologies that afford full and equal access to persons with disabilities. We make every effort necessary to meet online usability and design requirements recommended by the World Wide Web Consortium (W3C) in its Web Content Accessibility Guidelines 2.1.

If you have specific questions or concerns about the accessibility of this site or need assistance with using this site, please contact us at [joe.varno@varnoco.com](mailto:joe.varno@varnoco.com). When contacting us please be sure to specify the particular web page about which you have a question or require assistance.

### **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single

copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

The owner of this Website respects the intellectual property rights of others. Third party materials that we do not own or control may be transmitted, stored, accessed or otherwise made available using the Sites. We have adopted a policy that provides for the removal of any content or the suspension of any user that is found to have repeatedly infringed on the copyright of a third party. If you believe that any material available via the Websites violates your copyright rights, you should notify us using the notice procedure for claimed infringement under the DMCA (17 USC Section 512). Please promptly notify our agent: Joe Varno, [joe.varno@varnoco.com](mailto:joe.varno@varnoco.com), (612) 746-2267. Please make you sure that you specifically identify the copyrighted work that you claim has been infringed by providing specific URL(s) and a precise description of where the copyrighted material is located on the page(s).

We may give notice to our users of any infringement notice by means of a general notice on any of our Sites, electronic mail to a user's e-mail address in our records, or by written communication sent to a user's last known physical address in our records. If you receive such an infringement notice, you may provide counter-notification in writing. Please be advised that if you submit a counter-notification, that notice along with your identifying information included in the notice will be provided to the party that submitted the original claim of infringement.

If you believe that content on the Sites violates other non-copyright intellectual property rights, including your trademark or publicity rights, please promptly notify the owner of this Website by submitting the following information to the street or email address set forth below: the basis for your rights (including any trademark or other relevant registrations); a succinct description of the alleged violation and the nature of the rights violated; and the location (including URL or internet address) of the content that you believe to be infringing on the Sites.

By Mail: 920 2nd Ave South Suite #1100 Minneapolis, MN 55402

By Email: joe.varno@varnoco.com

### **Trademarks**

The Company name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information

purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy <https://www.varnoco.com/PrivacyPolicy>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content available, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the

right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website is based in the State of Minnesota in the United States. We provide this Website for use only by persons located in the United States, and it may only be available to people located in the United States. We make no claims that the Website or any of its content is available or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries.

### **Apple Disclaimer**

The following paragraph applies to any version of the Sites that you acquire from the Apple App Store. These Terms constitute an agreement entered into between you and the owner of this Website. Apple, Inc. (“Apple”) is not a party to these Terms and shall have no obligations with respect to the Sites. The owner of this Website, not Apple, is solely responsible for any version of the Sites that you acquire from the Apple App Store and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the version of the Sites you acquire from the Apple App Store as a third-party beneficiary of these Terms. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S Government list of prohibited or restricted parties. These Terms incorporate by reference the Licensed Application End User License Agreement published by Apple, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms shall control.

### **Disclaimer of Warranties**

No advice or information, whether oral or written, obtained from or through our Websites, products or services will create any warranty not expressly made herein. The foregoing exclusions of warranties do not apply to the extent prohibited by applicable law.

The Websites are not a substitute for seeking financial advice concerning your specific circumstances from a qualified attorney, accountant, investment or other professional advisor. As a courtesy, we make efforts to ensure the accuracy of information provided, but the accuracy of information on the Website is not guaranteed and may be subject to change without notice, and revisions to material posted on the Website may not be made immediately following any such change. While the Website (i) may display language or features from an insurance

policy/policies or a variable annuity contract/contracts; or (ii) may summarize certain features of an insurance policy/policies; or (iii) may provide information about advisory or brokerage accounts, nothing stated in the Website modifies, alters, or supplants the terms of any insurance policy or annuity contract, or any advisory or brokerage account statements or information, in any way, nor should such content be construed as such.

The Content contained on the Websites is not intended, in any manner, as an official brokerage or mutual fund statement, quarterly performance report or a record of policy values.

Any performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than the original cost. The values represented on the Website may not reflect the true original cost of your initial investment. You should not rely on this information for any financial decision making. You are encouraged to review and maintain the official source document(s) provided by the account or policy custodian(s). Those source documents may contain notices, disclosures and other important information and may also serve as a reference should questions arise regarding the accuracy of the information in this report. Always refer to these source documents for lending, legal or tax purposes.

Some content of the Websites are provided by third parties as a convenience to you ("Third Party Content"). Third Party Content is outside our control. Neither the owner of the Website nor the provider(s) of Third Party Content take responsibility for the suitability of the Third Party Content. The provision of Third Party Content is not an endorsement of the Third Party Content, any third party service, or its sponsoring organization.

**REFERENCE TO A FUND OR SECURITY INCLUDED ANYWHERE ON OUR SITES IS NOT A RECOMMENDATION TO BUY, SELL, OR HOLD THAT, OR ANY OTHER SECURITY.**

**YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

**TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, [your User Contributions](#), any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota, in each case located in the City of Minneapolis and County of Hennepin, You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

a. Purpose. Any Dispute (as defined below in these Terms) involving you and the owner of this Website shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This Section (the "Arbitration Provision") shall be broadly interpreted.

b. Definitions. The term "Dispute" means any claim or controversy related to the Sites, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before these Terms or any prior agreement; (3) claims that arise after the expiration or



termination of these Terms; and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. As used in this Arbitration Provision, any reference to “us,” “we” or the owner of this Website shall include the owner and any of its predecessors, successors, assigns, parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents, and “you” means you and any users or beneficiaries of your access to the Sites. Notwithstanding the foregoing, Disputes relating to the scope, validity, or enforceability of this arbitration provision will not be subject to arbitration.

c. Right to Sue in Small Claims Court. Notwithstanding anything in this Arbitration Provision, either party may elect to bring an individual action in small claims court if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

d. Right to Opt Out. IF YOU DO NOT WISH TO ARBITRATE DISPUTES YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US IN WRITING WITHIN 30 DAYS OF THE LATER OF YOUR FIRST ACCESS TO OR USE OF THE SITES, BY MAIL TO 920 Second Avenue South Suite 1100 Minneapolis, MN 55402. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, ADDRESS AND TELEPHONE NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH YS THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR PRODUCTS AND SERVICES PROVIDED BY US.

e. Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with the American Arbitration Association (“AAA”) by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll free number (1-800-778-7879). You may deliver any required or desired notice to the owner of this Website by mail to 920 Second Avenue South Suite 1100 Minneapolis, MN 55402.

f. Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by AAA pursuant to its Consumer Arbitration Rules (the “AAA Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify the owner of this Website about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of these Terms, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you receive or received any of the Sites from the owner of this Website; or, if you reside in a location outside of the area where you receive or received any of the Sites, then the arbitration hearing will take place at a location convenient to you in the county where you reside. The arbitrator will honor claims of privilege recognized by law and will take reasonable

steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary, for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

g. Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

h. Arbitration Fees and Costs. If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be our responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that it is required by law to pay.

i. Continuation. This Arbitration Provision will survive the termination or expiration of these Terms.

#### **Limitation on Time to File Claims**

TO THE EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use, and our Privacy Policy constitute the sole and entire agreement between you and Varno + Co regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **Your Comments and Concerns**

This website is operated by Varno + Co 920 Second Avenue South Suite 1100 Minneapolis, MN 55402. All feedback, comments, requests for technical support, and other communications **relating to the Website** should be directed to:joe.varno@varnoco.com.

### **Not Legal, Tax, or Investment Advice**

We are not providing specific insurance, tax or investment advice to any individual viewing the content of the Websites. The content on the Websites is not intended and should not be construed as legal or tax advice.

The content provided does not constitute a solicitation of an offer to buy or an offer to sell financial or insurance products.

For information that is specific to your situation, consult with your attorney or tax advisor. The material provided on the Sites, including the blogs, is intended to potentially assist you in planning for your future and insurance planning. We are not responsible for the consequences of any decisions or actions taken in reliance upon or as a result of the content made available on the Websites.

All rights not granted herein are expressly reserved to the owner of the Website.