

FOCUS FINANCIAL PARTNERS TERMS OF USE

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Please carefully review the following terms of use (“*Terms of Use*”) before continuing on the Site. These Terms of Use constitute a legal document governing your use of the Site and any material contained on the Site. By using the Site, you agree to and accept these Terms of Use. If you do not agree with any of these Terms of Use and/or do not wish to be bound by them, please exit the Site and do not use the Site in the future.

We may, at any time, modify, change or add to these Terms of Use, and any such modifications, changes or additions will be effective immediately upon posting on the Site. We suggest that you periodically check these Terms of Use for modifications, changes or additions. Your continued use of the Site following the posting of any modification, change or addition signifies your acceptance of same.

1. Ownership of the Site

The Site and all of its contents (including, but not limited to, text, graphics, videos, audio clips, logos, buttons, images, downloads, data compilations, software, icons, html codes and xml codes), as well as all copyright, trademark and other rights therein, are owned by Focus or its third-party information providers and are protected by United States and international intellectual property laws.

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You may not make any use of the Site other than as permitted by the preceding sentence. Without limitation, you may not copy, distribute or otherwise use any of the contents of the Site for non-personal or commercial purposes. You may not place a link to the Site on any other website or frame the Site within another website without our prior, written permission. Also, you may not interfere or attempt to interfere with the proper operation of the Site, including through the use of any device, software or routine, or access or attempt to gain access to any data, files or passwords related to the Site through hacking, password mining or any other means.

We reserve the right, in our sole and unreviewable discretion, to suspend, discontinue, modify or restrict the use and availability of the Site or any portion thereof, at any time without notification to you or any third party.

3. Links to Third-Party Websites

The Site may contain links to third-party websites. Any such links are provided for your convenience only. We do not, directly or indirectly, control the companies that provide or operate those websites, and we are not responsible for their practices (including, but not limited to, their privacy practices). We do not make any representations with respect to the contents of any third-party sites or any products, services or information offered on those sites.

4. Disclaimer of Warranty

We are providing access to the Site and its contents as a convenience to you. The Site and its contents are provided “AS IS.” Your use of the Site is at your sole risk.

All Site content is provided for informational purposes only. You are responsible for evaluating the information provided to you before making a decision based on the content on the Site. You are also responsible for ensuring that the cache settings on your browser are set to allow you to receive the most recent Site content.

5. Limitation of Liability

Neither we nor any of our suppliers assume any responsibility for the accuracy of any information contained on the Site, for any interruptions or errors in accessing the Site, or for any viruses or other harmful components contained on the Site or the server from which the Site is made available. We assume no responsibility for the timeliness, accuracy, or truthfulness of Site content derived from unaffiliated third-party sources. We reserve the right to revise the Site or withdraw access to the Site at any time.

We expressly disclaim liability for any damages resulting from access to or other use of this Site or in reliance upon any information on this Site. Some jurisdictions or laws may not allow certain limitations of liability, so the above limitations may not apply to you. Our liability in such case shall be limited to the greatest extent permitted by applicable law.

6. Indemnification

You hereby agree to indemnify, defend and hold Focus, its affiliates and all of our and their officers, directors, partners, members, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the “*Indemnified Parties*”) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of the Site, and any breach by you of these Terms of Use or any of the representations, warranties and covenants made by you herein, including, without limitation, attorneys’ fees and costs. You shall cooperate as fully as reasonably required or requested in the defense of any claim. Focus reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Focus.

7. Forward-Looking Statements

Some of the information on the Site may contain forward-looking statements. Forward-looking statements give our expectations, contain projections of results of operations or of financial conditions or forecasts of future events. These forward-looking statements are and will be, subject to many risks, uncertainties and factors relating to Focus's operations and business environment which may cause future events to be materially different from such forward-looking statements or anything implied therein. Any forward-looking statements on the Site are based upon information available to Focus on the date of their release. Focus does not undertake to publicly update or revise its forward-looking statements even if experience or future changes make it clear that any statements expressed or implied therein will not be realized. Additional information on risk factors that could affect Focus may be found in Focus's filings with the Securities and Exchange Commission.

8. Governing Law and Jurisdiction

These Terms of Use, and all matters arising, directly or indirectly, from your access to or other use of the Site shall be governed by and construed in accordance with the laws of the state of New York, without regard to conflict of laws rules. You hereby submit to the exclusive jurisdiction of the state and federal courts located in New York, and waive any jurisdictional, venue or inconvenient forum objections to such courts. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The materials contemplated herein are operated and controlled by Focus in the United States. The information provided herein is not intended for access or use by any person or entity in any jurisdiction or country where such access or use would be contrary to laws or regulations or which would subject us to any requirement within such jurisdiction or country.

9. Modifying and Terminating our Site

We reserve the right to modify our Site or to suspend or stop providing all or portions of our Site at any time. You also have the right to stop using our Site at any time. We are not responsible for any loss or harm related to your inability to access or use our Site.

10. Severability

If any provision of these Terms of Use is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall apply only to such provision and shall not in any manner affect or render illegal, invalid, or unenforceable any other provision of these Terms of Use, and that provision and these Terms of Use generally shall be reformed, construed, and enforced so as to most nearly give lawful effect to the intent of the parties as initially expressed in these Terms of Use.

11. Entire Agreement

These Terms of Use constitute the entire agreement between you and us with respect to the Site, and supersede all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and us with respect to the Site.

Revised: March 4, 2020