Welcome to our website! This website (the “Site”) is owned by Francis Financial, Inc., a New York corporation with a principal place of business at 39 Broadway, Suite 1730, New York, NY 10006 (“the Firm,” “we”, or “us”).

Please take a few minutes to review these Terms of Use. By accessing and using this website, you agree to be bound by each of the Terms of Use, which together with our Privacy Policy and all applicable laws and regulations, govern the website. **If you do not agree with any of the Terms of Use, you are not authorized to access or use this website for any purpose.**

1. **Disclaimers**

**General information only.** This website is for your general information and use only for informational purposes. No information contained on this website constitutes tax, legal, insurance or investment advice or is intended to provide specific advice or recommendations for any individual. This material does not take into account your particular investment objectives, financial situation or needs and is not intended as recommendations appropriate for you. To determine which investment(s) may be appropriate for you, consult your financial or investment advisor prior to taking action.

At times, this website will link to sources of information or other websites that the Firm believes help illustrate a point or would be of interest to readers. Links from this site in no way constitute an endorsement of the opinions or advice contained on other sites, nor are they intended to provide specific advice or recommendations for any individual. Third party posts do not reflect the views of the Firm and have not been reviewed by, approved, or endorsed by the Firm.

**No advisor relationship or offer.** This website should not be considered a solicitation, offer or recommendation for the purchase or sale of any securities or other financial products and services discussed herein. Visitors to this website will not be considered clients of the Firm just by virtue of access to this website.

The Firm only conducts business in jurisdictions where licensed, registered, or where an applicable registration exemption or exclusion exists. The information provided on this website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the Firm to any registration requirement within such jurisdiction or country.

**IRS Circular 230 Disclaimer:** To ensure compliance with requirements imposed by the U.S. Internal Revenue Service, any tax advice contained in this website is not intended or written to be used, and cannot be used for the purpose of (1) avoiding tax-related penalties under the U.S. Internal Revenue Code or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.

**Past performance is not indicative of future results.** With respect to information regarding financial performance, nothing on this website should be interpreted as a statement or implication that past results are an indication of future performance. The Firm does not guarantee any specific outcome or profit. You should be aware of the real risk of loss in following any strategy or investment discussed on this website.

It is not known whether the listed clients approve or disapprove of the Adviser or the advisory services. The criteria used to determine those included in this slideshow was whether the person was typical of the clients the firm serves. Neither portfolio size nor performance were used to determine which persons were chosen.
2. **User Requirements.**

You must be at least 18 years old in order to use the contact forms and contact links on our Site. We will not knowingly collect personally identifiable information from anyone under the age of 18. Further, you may not make use of the Site if such use violates any applicable law or regulation. You agree to abide by these restrictions and not to help anyone avoid these restrictions.

3. **Proprietary Rights and Restrictions on Use of Site Content.**

Plan | Grow | Protect® and all other trademarks and service marks, along with our trade name, trade dress and designs (collectively, the "Marks") are the property of the Firm, except where otherwise specifically indicated. In addition to the Marks, other content found on our Site, including, but not limited to, information products, text, postings, photographs, video, information, art, graphics, music, sound, materials compiled via widgets or other third party applications, and other files, and their selection and arrangement (together with the Marks, the "Site Content") is the property of the Firm and/or its respective owners. As such, they are protected to the maximum extent permitted by copyright laws, trademark laws, other proprietary laws (including, but not limited to, intellectual property and trade secret laws) and international treaties. Unless noted otherwise, you may access the Site and Site Content for your personal, educational, and non-commercial use only. You will not acquire any ownership rights by downloading the Site Content. You may not use, modify, copy, publish, display, reproduce, duplicate, modify, create derivative works from, distribute, transmit, adapt, frame or in any way sell or exploit the Site Content, in whole or in part, without the express prior written consent from the Firm and all respective owners of the Site Content, except as otherwise permitted hereunder. You must abide by all copyright notices or other restrictions contained in the Site. Any use of the Site Content other than as specifically authorized is strictly prohibited and will terminate any permission(s) granted herein. Such unauthorized use may also violate applicable laws, including copyright and trademark laws and may give rise to a claim for damages and/or be a criminal offence. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to any intellectual property rights.

4. **Limited Non Exclusive License/Permissions Policy:** You are hereby granted a non-exclusive, non-transferable license to download, view, copy and print a single copy of the Site Content on any single, stand-alone computer solely for your personal, informational, non-commercial use provided that (i) the copyright and trademark notice appearing below appears in the Site Content, (ii) the Site Content is not used on any other Web site or in a networked computer environment and (iii) the Site Content is not modified in any way. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms of Use. On any such termination, you agree to immediately destroy any downloaded or printed Site Content. Any unauthorized use of any Site Content may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes. This Limited License may be revoked at any time at our sole discretion.

**You are free to do the following without our permission:**

- Link to the Site or any specific post on the Site.

**You may not, without our written permission:**

- Print off our posts and make multiple copies for internal distribution within your own company or organization.
- Print our posts in any non-commercial publication (e.g., company newsletter, church newsletter, class syllabus, etc.),
- Re-post one of our posts in its entirety anywhere else on the Internet.
- Use the Site content in for commercial purposes, including selling or licensing printed or digital versions of my content.
- Alter, transform, or build upon the Site Content

If you have some use for our content that is not covered here, please email us at Sunaina@FrancisFinancial.com. CODE EMAIL SUBJECT LINE Proposed Use of FrancisFinancial.com Content

5. **User Conduct.** By accessing the Site, you agree not to:
• Use the Site in any unlawful manner or in any manner that could damage, disable, disrupt or impair the Site or interfere with any other User's use and enjoyment of the Site.
• Take any action that interferes with the proper working of the website, imposes an unreasonable or disproportionately large load on the website's infrastructure, or compromises the security of the website;
• Reproduce in any form or incorporate into any information retrieval system, electronic or mechanical, any part of the Site.
• Use spiders, robots, data mining techniques or similar data gathering or extraction methods to catalogue, download or otherwise reproduce, store or distribute the Marks or Site Content.
• Post or transmit any information, software or other material that contains a virus or other harmful component.
• Add to, subtract from, or otherwise modify the Site Content except as expressly authorized by the Firm in these Terms of Use or by a written agreement between you and the Firm.

6. **User Participation.** You participate on the Site at your own risk. Additionally, you hereby release us, our directors, officers, agents, contractors, partners, assigns, successors-in-interest and employees from any and all liability, direct or indirect, and for any liability, loss or damage that is caused or alleged to have been caused to you from your use of the Site. If you make use of our “Client Portal,” you understand and agree that we may, in our sole discretion and at any time, terminate or temporarily suspend your rights under any of the Licenses granted hereunder and otherwise, terminate or temporarily suspend your access to the Site, and discard, remove, and/or disable or deactivate any or all of your User Submissions that you submitted to the Site (and/or any other User Submission(s)) and/or any other information and data that you (and/or anyone else) may have provided to the Site, for any reason. We may also, in its sole discretion and at any time, discontinue the Site or any parts thereof or limit or restrict any user access thereto, for any reason, with or without notice. **YOU UNDERSTAND AND AGREE THAT WE MAY TAKE ANY ONE OR MORE OF THESE ACTIONS WITHOUT ANY NOTICE TO YOU, PRIOR OR OTHERWISE, AND YOU UNDERSTAND AND AGREE THAT WE SHALL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY TERMINATION OF YOUR (OR ANYONE ELSE’S) ACCESS TO SITE OR PARTS THEREOF AND/OR THE REMOVAL, DISCARDING, DISABLING OR DEACTIVATION OF ANY OF YOUR USER SUBMISSIONS (OR THE USER SUBMISSIONS OF ANYONE ELSE) OR THE REMOVAL, DISCARDING, DISABLING OR DEACTIVATION OF ANY OTHER INFORMATION OR DATA THAT YOU (OR ANYONE ELSE) MAY HAVE PROVIDED ON OR THROUGH THE SITE. You may discontinue your access to, use or participation on the Site at any time by reviewing your registration.

7. **Privacy:** Submission of personally identifiable information on the Site is governed by our Privacy Policy. Our Privacy Policy may change from time to time and without notice. We reserve the right to use your personal information in any manner consistent with our Privacy Policy. Use of the Site signifies that you agree to subject your personal information to our Privacy Policy.

8. **Outbound Links to Third Party Sites.** This Site may contain links to Web sites controlled by parties other than the Firm (each a “Third Party Site”). We are not responsible for and do not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Site, any website accessed from a Third Party Site or any changes or updates to such sites. We make no guarantees about the content or quality of the products or services provided by such sites. We are not responsible for webcasting or any other form of transmission received from any Third Party Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Third Party Site. You acknowledge that you bear all risks associated with access to and use of content provided on a Third Party Site and agree that we are is not responsible for any loss or damage of any sort you may incur from dealing with a third party. You should contact the site administrator for the applicable Third Party Site if you have any concerns regarding such links or the content located on any such Third Party Site.

9. **Copyright Claims:** We respect the intellectual property rights of others and take any violation of those rights very seriously. In accordance with the Digital Millennium Copyright Act (“DMCA”), if you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent with the following information:
• Identification of the copyrighted work claimed to have been infringed or, in the case of multiple copyrighted works, a representative list of such works.
• Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
• Information reasonably sufficient to permit us to contact you, such as an address, telephone number and, if available, an e-mail address at which you may be contacted.
• A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or under applicable laws.
• A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
• A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our agent for notice of claims of copyright and other intellectual property right infringement can be reached as follows:
By U.S. Mail: Francis Financial, Inc., 39 Broadway, Suite 1730, New York, NY 10006
Attention: Copyright Agent
By email: Sunaina@FrancisFinancial.com – CODE SUBJECT LINE “Notice to Copyright Agent”

10. **Indemnification:** You agree to indemnify, defend and hold the Firm, our officers, directors, shareholders, executives, employees, agents, successors, assigns, parent companies, subsidiaries and affiliates (“Covered Parties”), harmless from and against any and all loss, liability, damages, claims and/or demands (including reasonable attorneys’ fees, costs, expenses, and settlement amounts) arising out of, or in connection with: (i) your use of the Site in violation of these Terms of Use, (ii) any breach by you of these Terms of Use or any representation and warranty made by you herein, (iii) your use of materials or features available on the Site (except to the extent a claim is based upon infringement of a third-party right by materials created by us); (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject; or (v) any claim arising from a third party’s use of information or materials of any kind that you post to the Site.

11. **Disclaimer of Warranties.** THIS WEBSITE, THE SITE CONTENT, AND ACCESS TO THE CLIENT PORTAL, IS PROVIDED “AS IS” AND ON AN "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE TO ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND THE CLIENT PORTAL. THE FIRM MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE WEBSITE OR THE CLIENT PORTAL. THE FIRM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE WEBSITE, THE SERVICE, OR ANY INFORMATION OR CONTENT CONTAINED THEREIN (INCLUDING THIRD PARTY INFORMATION). THE FIRM SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF THE WEBSITE, THE SERVICE OR ANY INFORMATION OR CONTENT CONTAINED THEREIN (INCLUDING THIRD PARTY INFORMATION). IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION OR CONTENT PROVIDED BY THE WEBSITE OR THE SERVICE. THE FIRM DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE WEBSITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE OR THE SERVICE WILL BE CORRECTED. THE FIRM DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR CONTENT PROVIDED BY THE WEBSITE OR THE SERVICE, OR THAT ANY ERRORS IN THE INFORMATION OR CONTENT WILL BE CORRECTED.

12. **Limitation of Liability.** IF YOU ARE DISSATISFIED WITH THE WEBSITE OR ANY CONTENT ON THE WEBSITE, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE WEBSITE, THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL THE FIRM BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, (I) ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE
WEBSITE, THE CLIENT PORTAL, OR THE INFORMATION OR CONTENT PROVIDED THEREIN, (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE WEBSITE, THE CLIENT PORTAL AND/OR INFORMATION OR CONTENT CONTAINED THEREIN OR DOWNLOADED THROUGH THE WEBSITE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE OR THE CLIENT PORTAL, OR (V) ANY OTHER CLAIM OR MATTER RELATING TO THE WEBSITE OR THE CLIENT PORTAL, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE FIRM’S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. Miscellaneous. Any dispute arising out of your use of this website, the Site Content, these Terms of Use, the Firm’s website Privacy Policy, will be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to its choice of laws principles. You agree to submit yourself to personal jurisdiction in the applicable courts within the City County, and State of New York for such purpose. The prevailing party shall be entitled to have all costs, fees, and expenses (including reasonable attorneys’ fees) paid in connection with such action. We are not responsible for any loss, damages, costs, claims or expenses which you may incur as a result of our delay in or failure to perform our obligations where such delay or failure is due to causes beyond our control. Causes beyond our control include but are not limited to: fire, flood, earthquake, accident, civil disturbances, war, acts of terrorism, rationing or embargoes, strikes, labor problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor, acts of God and acts of Government. If any provision of these Terms of Use is found unlawful, void or for any reason unenforceable, then that provision shall be severed from the remaining Terms of Use and will not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect. No waiver by the Firm of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The Terms of Use constitute the entire agreement between you and us relating to the subject matter contained herein, and supersede all previous written or oral agreements between the parties with respect to such subject matter. These Terms of Use, the Firm’s Privacy Policy, and the Site Content are subject to change at any time, with or without notice. All changes are effective upon their posting on the Site. You agree that it is your responsibility to bookmark this page and to check it frequently for updates.