

Agreement and Terms of Use

1. This FINRA CONFERENCE BROADCAST Agreement and Terms of Use (“Agreement”) contains the terms and conditions upon which a user (“User”) may access and use the system, data, information, materials, or services (collectively, “Content”) available on or through the FINRA Conference Broadcast (“Broadcast”). This Agreement is current as of February 24, 2012.

User’s use of the FINRA Conference Broadcast is conditioned upon User’s acceptance, without modification, of all terms and conditions of this Agreement.

2. Each User purchasing a single-viewer access license may individually access the FINRA Conference Broadcast and Content and may not share the FINRA Conference Broadcast, Content, or user ID and password with any other User or third party. Two or more Users accessing the FINRA Conference Broadcast and Content must purchase a multi-viewer access license, which allows an unlimited number of Users from the same firm to access the FINRA Conference Broadcast and Content.
3. FINRA Conference Broadcast is a proprietary system and employs proprietary software. User’s access to and use of the Content on the FINRA Conference Broadcast does not transfer any rights to User.
4. User agrees that the right to view a FINRA conference video and the Content provided through the FINRA Conference Broadcast shall be used ONLY for User’s own personal or professional use as follows:
 - for noncommercial educational and research purposes consistent with the protection of investors and the public interest.

All other uses are prohibited without advance permission in writing from FINRA. User agrees that User will not duplicate, transmit, sell, broadcast, circulate, download, publish, publicly display, modify or otherwise distribute all or any portion of the Content retrieved from the FINRA Conference Broadcast for any purpose other than as expressly permitted by this Agreement.

5. In addition to the agreements in paragraph 4, User also agrees that User will not, except for as allowed in paragraph 4: (i) offer to others any Content retrieved from the FINRA Conference Broadcast as part of a subscription service or similar arrangement (regardless of whether there is a charge for the service or similar arrangement), or for any commercial purpose; (ii) use Content obtained from the FINRA Conference Broadcast to develop, contribute to or create a database or other collective work to be sold, licensed or made otherwise available to others; (iii) use any robot, spider, other automatic device, or manual process to monitor or copy the Content in bulk, or to make voluminous, excessive or repetitive requests for information; (iv) use any device, software or routine to bypass any software or hardware that prohibits volume requests; or (v) interfere with or attempt to interfere with the proper working of the FINRA

Conference Broadcast, or take any action that imposes an unreasonable or disproportionately large load on the web site.

6. By providing the FINRA Conference Broadcast, FINRA does not waive any rights, privileges, or immunities with respect to the furnishing of disciplinary, registration, or other information.
7. FINRA, its affiliates, Content providers, licensors, and any person or entity involved in creating, producing or distributing the FINRA Conference Broadcast (collectively, "*FINRA Site Providers*"), DO NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE, OR AS TO THE ACCURACY, AUTHENTICITY OR THE RELIABILITY OF THE CONTENT. THE CONTENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

IN NO EVENT WILL THE *FINRA SITE PROVIDERS* BE LIABLE FOR ANY CLAIMS OR LOSSES OF ANY NATURE UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE FINRA CONFERENCE BROADCAST OR ANY CONTENT PROVIDED THROUGH THE FINRA CONFERENCEBROADCAST, OR ARISING OUT OF ANY DISCIPLINARY OR REGULATORY ACTION TAKEN THEREON.

8. FINRA reserves the right, at its sole discretion, to modify the terms and conditions for use of the FINRA Conference Broadcast at any time by changing this Agreement, and any changes are effective immediately unless stated otherwise. Only FINRA has the right to amend this Agreement.
9. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The parties hereto agree that the jurisdiction for any claim brought under this Agreement shall be in New York City, State of New York. The parties hereto expressly waive any right to a jury trial. If any of the provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

By selecting "Agree," I certify that I have read and understand all of the terms set forth above and intend to form a binding agreement with FINRA. If I am accepting this Agreement on behalf of a firm, I certify that I have the authority of that firm to enter into this Agreement.