



## **FINRA Electronic File Transfer System for Web CRD Filings Participant Agreement/Terms and Conditions**

1. The Financial Industry Regulatory Authority (“FINRA”) collects, compiles, organizes, indexes, digitally converts and maintains regulatory information from registered persons, member firms, government agencies, other regulatory and enforcement authorities, and other sources and maintains such information in FINRA proprietary and licensed databases. FINRA collects from and releases certain information to authorized persons through various FINRA programs and systems, including the Electronic File Transfer (“EFT”) System for Web CRD® filings (“EFT System”). Your member firm’s (“you” or “your”) use of FINRA’s EFT System does not transfer to you any rights in FINRA systems or databases, including, without limitation, the EFT System.
2. Your use of the EFT System is conditioned upon your acceptance, without modification, of all terms and conditions of this Agreement and the general FINRA corporate web site Terms and Conditions (“General Terms”), incorporated herein by reference. A copy of the general FINRA corporate web site Terms and Conditions are displayed at [www.finra.org](http://www.finra.org) and will be provided to you upon request. Any information submitted, uploaded, accessed, requested, downloaded or provided through this EFT System must be submitted, accessed, requested and used in accordance with the terms and conditions specified in this Agreement and the General Terms. FINRA reserves any rights not expressly granted under these terms and conditions. Additionally, FINRA reserves the right, at its sole discretion, to modify the terms and conditions for use of the EFT System at any time by changing this Agreement or the General Terms, and any changes are effective immediately. Any such changes will be displayed on the affected site and your continued use of the EFT System constitutes your acceptance of the changes.
3. FINRA makes no exclusive proprietary claim to the information submitted by and available to you through the EFT System that is not created by FINRA and you are neither restricted nor prohibited by FINRA from obtaining a copy of any information from a non-FINRA source. The EFT System is a proprietary database and employs proprietary third-party software.
4. The information provided through the EFT System shall be used ONLY for your own compliance and operational use and may not be used for personal or commercial purposes. All other uses are prohibited. You agree that you will not duplicate, download, publish, publicly display, modify or otherwise distribute the information retrieved from this System for any purpose other than as expressly permitted by this Agreement. In no event may you offer to others any information retrieved from this System for personal or commercial purposes, or as part of a service bureau or similar arrangement. You agree that you will not use the information retrieved from the EFT System to develop or create a database of information to be sold, licensed or made

otherwise commercially available. You agree that you will not use any unauthorized robot, spider, other automatic device, or manual process to monitor or copy the EFT System databases in bulk, or to make voluminous, excessive or repetitive requests for information. You further agree that you will not use any device, software or routine to bypass any software or hardware that prohibits volume requests for information, you will not interfere with or attempt to interfere with the proper working of the EFT System, and you will not take any action that imposes an unreasonable or disproportionately large load on the site.

5. All requests for permission to access or use the EFT System or its databases for uses other than those described in Paragraphs 4 or 5 of this Agreement must be made in writing to FINRA clearly stating the purpose and manner in which the EFT System or information will be used. Requests may be submitted to FINRA, Registration and Disclosure Department, 9509 Key West Avenue, Rockville, MD, 20850. FINRA, in its sole discretion, may approve or reject any request that is inconsistent with the terms and conditions of use of the EFT System, databases and information.

6. Provision of information by FINRA (and its subsidiaries) pursuant to the EFT System does not constitute a waiver of any of the FINRA's rights, privileges, or immunities with respect to the furnishing of disciplinary or registration information.

**7. In the provision of this service, FINRA makes no warranties of any kind, and disclaims liability to any person for any actions taken or omitted in good faith with respect to the EFT System. FINRA is not responsible for and cannot verify information submitted by you to the EFT System and does not warrant or guarantee the accuracy or completeness of the information submitted by you or the actions requested by you. Neither FINRA nor any affiliate or supplier shall be liable for any cause of action in contract, tort, or otherwise, for more than the incremental telecommunications cost incurred to connect to the service. Notwithstanding the above, neither FINRA nor any affiliate or supplier shall be liable for any loss of income, trading loss, or consequential, incidental, or indirect damages, regardless of whether FINRA has been informed of the possibility of such damages.**

8. You acknowledge that you are retrieving information from the EFT System for a compliance or operational purpose only and you agree to treat all data and information retrieved via the EFT System as confidential information. As such, you agree not to disclose, publish or otherwise release such information to the public or any other third party.

9. You acknowledge and agree that you submit all filings on behalf of your organization and that FINRA has no obligation to control, redact, correct, remove or otherwise edit or oversee your submission of information and use of the System functions. Therefore, you agree to indemnify and hold FINRA harmless from any third party claim arising from your use of the EFT System.

10. By using the EFT System, you hereby acknowledge that you are bound by and responsible for complying with the federal securities laws and all applicable FINRA By-Laws and Rules in connection with your use of the application. You are responsible for

the accuracy of any filings, data entered, and/or other transactions initiated on your behalf, and all fees and registration transactions related thereto.

FINRA, in its sole discretion, may amend these terms and conditions from time to time. Any such amendments will be published on the Web EFT CRD web site. Your continued use of the EFT System signifies your acceptance of the amended terms and conditions of use.

By signing below, I certify that I have read and understand all of the terms set forth above and intend to form a binding agreement with the FINRA on those terms. If I am accepting this agreement on behalf of an organization, I certify that I have the authority of that organization to enter into this agreement.

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Name

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Title

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Company Name

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Date