

## **FINRA Electronic Fingerprint Processing System Terms and Conditions**

The Financial Industry Regulatory Authority, FINRA, operates FINRA's Electronic Fingerprint Processing (EFP) System to facilitate electronic submission of fingerprints to the Federal Bureau of Investigation (FBI) consistent with FINRA's role as a channeling agent for securities industry personnel required to be fingerprinted under the Securities Exchange Act of 1934. Authorized participants may electronically submit fingerprints to FINRA's EFP System using a certified electronic fingerprint system.

1. Your use of FINRA's EFP System does not transfer to you any rights in FINRA systems or databases, including, without limitation, the EFP System.
2. Your use of the EFP System is conditioned upon your acceptance, without modification, of all terms and conditions applicable to the EFP system and the general FINRA corporate web site Terms and Conditions ("General Terms"), incorporated herein by reference. A copy of the EFP terms and conditions and the general FINRA corporate web site Terms and Conditions are displayed [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 EFP System must be submitted, accessed, requested and used in accordance with the terms and conditions applicable to the EFP System 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 EFP 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 FINRA's corporate web site and your continued use of the EFP 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 EFP 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 EFP System is a proprietary database and employs proprietary third-party software.
- 4. In the provision of this service, FINRA provides the service "as is" "where is" and specifically disclaims any guarantees or warranties, including but not limited to the warranties of fitness for purpose and merchantability. 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 EFP System. FINRA is not responsible for and cannot verify information submitted by you to the EFP 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 damages, including but not limited to, any loss of income, trading loss, or consequential, incidental, special or indirect damages, regardless of whether FINRA has been informed of the possibility of such damages.**

5. You acknowledge and agree that, if you submit data via the EFP system, you assume full responsibility for all such filings submitted and that FINRA has no obligation to control, redact, correct, remove or otherwise edit or oversee your submission of information and use of the EFP System functions. Therefore, you agree to indemnify and hold FINRA harmless from any third party claim arising from your use of the EFP System.

6. If you are a broker-dealers using the EFP System, you acknowledge and agree that you are bound by and responsible for complying with the federal securities laws and all applicable regulations, including FINRA By-Laws and Rules as appropriate, in connection with your use of the EFP System. 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.