

**CAMELS Consulting Group**

**Self-Directed IRA (“SDIRA”) Resource Center**

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**Terms of Use Agreement**

Camels Consulting Groups’ Terms of use Agreement describes your privacy rights regarding how we collect and use Information given by the user, within the CAMELS SDIRA Resource Center. Information given and or submitted to this site is to be used for Peer to Peer discussion, and should not be taken as or construed as tax, legal, and investment advice. The sites Library offers guidance and insights into SDIRA based on industry applications in Marketing, Operational, and Compliance.

Camels Consulting Group is not responsible for any information submitted to our site for Peer to Peer discussions and or forums.

CAMELS SDIRA Resource Center security measures operates within the software envelope of Office 365 to maintain the safety of your personal information. We do not use and or share cookies with anyone including 3rd Parties.

Camels Consulting Group does not disclose any information submitted by the user to 3rd parties. This does not include trusted 3rd parties who assist us in maintaining our website, conducting our business or serving you, so long as those parties agree to keep this information confidential.

Camels Consulting Group is not responsible for any 3rd party hyperlinks shared through Peer to Peer discussion. We also reserve the right to remove any 3rd party links found to be inappropriate with the nature of our business and our website.

This Terms of use Agreement applies only to information collected though our website and not to information collected offline.

By using our site you consent to our *Terms of Use Agreement.*  If we decide to make changes to the Terms of use Agreement, we will post those changes on this page.

If there are any questions regarding the Terms of use Agreement, you may contact us through email eschmidt@camelsgrop.com or by calling 614-746-4634. Camels Consulting Group, LLC

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**TERMS OF USE AGREEMENT**

This Terms of Use Agreement ("**Agreement**") constitutes a legally binding contract between CAMELS Group ("**CAMELS**," "**we**," "**us**," "**our**") and you with respect to your use of the CAMELS website, applications, and the products and services offered by CAMELS through them (collectively, the “Site”). It is important that you carefully read and understand the terms and conditions of this Agreement. By using the Site, you agree to be bound by this Agreement. If you do not agree to these terms and conditions, you should not use the Site.

This Agreement provides important information to you, including information about your obligations regarding your content, our limitation of liability to you, and your agreement to resolve any disputes by individual arbitration and to waive the right to participate in a class action.

**Changes to the Site or Terms**

We reserve the right at any time to:

* change the terms and conditions of this Agreement, consistent with applicable law;
* change the Site, including eliminating or discontinuing any Information or Services (defined below) or other features in whole or in part; and
* deny or terminate your use of and/or access to the Site.

Any changes we make to the terms and conditions will be effective immediately upon our making such changes available on the Site, and posting notice of such changes on the Site or in another manner in our reasonable discretion. You agree that your continued use of the Site after such changes constitutes your acceptance of such changes. If you do not agree with any of the updates to the terms of this Agreement, you should not use the Site. Be sure to return to this page periodically to ensure your familiarity with the most current version of this Agreement.

**Eligibility**

By registering with or using this Site, your employer (Bank Holding Company; Bank; or Third Party) has acknowledged and authorized your registration.

**Registration**

Access to certain functionalities of the Site will require you to register with and/or provide certain information to CAMELS. If and when you register with or provide information to CAMELS, you agree to (a) provide accurate, current and complete information about yourself as prompted (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete.

**Privacy Policy**

You acknowledge and agree that any personal information provided by you through registration or collected by us in connection with your use of the Site or any Services will be treated in the manner described in our Privacy Policy. Our Privacy Policy is incorporated into this Agreement, and you agree to its terms.

**Your Permitted Use of Services and Information**

The services made available on the Site (collectively the "Services"), as well as any information provided through the Site (collectively, the "Information"), are provided for your banks use only and not for any for-profit or commercial activities or purpose or for resale, except as expressly permitted in this Agreement. No CAMELS or posted materials or property may be copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed for commercially exploited purposes in any way, except as expressly permitted in this Agreement. CAMELS’s permission to you for your use of this Site expressly excludes commercial use by you of any Information concerning product descriptions or professional listings for the benefit of another bank. You expressly are prohibited from any use of data mining, robots, or similar data gathering and extraction tools in your use of the Site.

CAMELS permits you to view and print material located on the Site for your own banks use, but not for any for-profit or commercial purpose or for resale. You understand and agree that you may not authorize any Information to be reproduced, modified, displayed, performed, transferred, distributed or otherwise used by any third party, and you agree that you will take all reasonable steps to prevent any unauthorized reproduction and/or other use of the Information. You agree to advise CAMELS promptly of any such unauthorized use of which you are aware. Failure to abide by these conditions will immediately terminate this permission.

**Postings and Other Submissions**

As part of your use of the Site, you may participate in certain posting boards, direct member communications and/or other accessible documents. Your participation is voluntary; however, by choosing to post or comment, send any messages, or otherwise participate in any CAMELS exchange, you acknowledge and agree that any postings, messages, text, photos, audio/visual works, information, reviews or content provided by you (collectively, "Content") may be viewed by the other site users and will not be treated as private, proprietary or confidential. You hereby grant to CAMELS and our affiliates, licensees and sublicenses, without compensation to you or others, a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute such Content, or any portion thereof, throughout the world in any format, media or distribution method (whether now known or hereafter created) for the duration of any copyright or other rights in such Content. Such permission shall be perpetual and may not be revoked for any reason, to the maximum extent permitted by law. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you. You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Content posted by you to or through this Site.

By posting or providing any Content on the Site, you represent and warrant to CAMELS that you own or have the right to use and permit us to use and license such Content in the manner stated in this Agreement. By way of example and not limitation, if you post or otherwise provide content that is protected by copyright, you need to first obtain permission or a release from the owner of the copyright in such work to reproduce and adapt their work and permit us to use it as stated in this Agreement, or state the source of content information.

Site may enable you to post ratings or reviews of vendors, service providers and/or their products or services on the Site (your "Reviews"). Reviews are considered Content. You may not post any reviews about a vendor, service provider or any of their products or services if you are (a) an employee, contractor, officer or director of the vendor and/or service provider; (b) an employee, contractor, officer or director of a competitor of the vendor and/or service provider; or (c) related to the vendor and/or service provider in any way, including by blood, adoption or marriage. By posting a Review, you acknowledge and agree that such Content:

1. is based upon your first-hand experience with the vendor, service provider or product or service that is the subject of the Review;
2. is accurate, truthful and complete; and
3. is not defamatory, trade libelous, or otherwise in violation of our Acceptable Use Policy below, all as determined by us in our sole and absolute discretion.

If you identify yourself by name or provide a picture or audio or video recording of yourself, you further authorize us and our affiliates, licensees and sublicenses, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason, except as required by the applicable law.

You further agree that we may use the posted or provided Content in any manner that we deem appropriate or necessary. We reserve the right to edit or abridge any Content for any reason, and to edit, refuse to post or remove any Content submitted by you or others. We do not guarantee that all Content submitted or that such content will not be offensive, defamatory or objectionable. Although we reserve the right to remove without notice any Content for any reason, we have no obligation to delete Content that you personally may find objectionable or offensive. We do not control in real time the Content posted via the Services and as such do not guarantee the accuracy, integrity or quality of such Content. In addition to other disclaimers found in this Agreement, we do not endorse or make any warranties or representations with respect to the accuracy, completeness or timeliness of any Content posted on the Site.

**Third-Party Links**

The Site may contain links to other websites (the "Third-Party Sites") for your convenience. We do not control the linked websites or the content provided through such Third-Party Sites. Your use of Third-Party Sites is subject to the privacy practices and terms of use established by the specific linked Third-Party Site, and we disclaim all liability for such use. The fact that we offer such links does not indicate any approval or endorsement by us of any linked Third-Party Site or any material contained on any linked Third-Party Site, and we disclaim any such approval or endorsement. We do not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.

**Products and Services**

You may be provided the opportunity on the Site or through the Services to purchase products or services that are offered, sold or manufactured by third parties (collectively "Products"). Such Products may be available for purchase directly from third-parties or from CAMELS.

The availability of any Products on the Site does not imply our endorsement of the Products. Reviews are solely the opinions of the users that post them. None of the Reviews contain or reflect any opinions or views of CAMELS.

We do not represent, warrant or guarantee that the content descriptions are accurate, complete, reliable, current, or error-free.

**Acceptable Use Policy and Prohibited Products Policy**

When using the Site, you agree to abide by common standards of etiquette and act in accordance with the law, as described further in our "Privacy Policy."

Additionally, if you are a professional, a vendor, or a seller, who is authorized to offer products or services on the Site, you agree to abide by the "Prohibited Products Policy"

Improper use of the Information, Services or Site may result in termination of your access to and use of the Site, and/or civil or criminal liabilities.

**Ownership**

The Site is owned and operated by CAMELS. The Information and Services (and any intellectual property and other rights relating thereto) are and will remain the property of CAMELS. Except as set forth in this Agreement, you may not copy, reproduce, modify, adapt, translate, republish, upload, post, transmit, distribute, sub-license, sell, reverse engineer, decompile, or disassemble any part of the Site or any Service or Information without our prior written permission. The Site, Information, and Services may be used solely (a) to the extent permitted in this Agreement or (b) as expressly authorized in writing by CAMELS or, if so indicated in writing by CAMELS. Use of the Site or any Services or Information for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site or any Services or Information.

The trademarks, logos, and service marks displayed on the Site (collectively, the "Trademarks") are the registered and unregistered trademarks of CAMELS, CAMELS licensors and suppliers, and/or others. CAMELS® is a registered trademark of CAMELS Consulting Group. in the United States and other jurisdictions. Nothing contained in this Agreement or the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks without the express written permission of CAMELS, CAMELS licensors or suppliers, or the third party owner of any such Trademarks, except as set forth in the following paragraph. You acknowledge and agree that all rights in and to the CAMELS Trademarks are our exclusive property, and any goodwill generated by your use of any CAMELS Trademarks will inure to our exclusive benefit. You will not take any action that is in conflict with our rights in or ownership of any our Trademarks.

**CAMELS Buttons, Links and Widgets**

You have permission to use the CAMELS buttons, links and widgets, subject to the terms of this Agreement (including the disclaimers and limitations of liability) and the further understanding that: (a) your use of such buttons, links and widgets link only to the Site; (b) you do not modify such buttons, links, widgets or associated code in any manner; (c) you do not use any such buttons, links, widgets in any manner which implies or suggests that CAMELS operates, endorses, sponsors or recommends the website on which such buttons, links and widgets are used; and (d) the use of such buttons, links and widgets, and the website on which such buttons, links and widgets are used do not violate the CAMELS’s Acceptable Use Policy or Prohibited Products Policy. We retain the right to revoke the permission to use such buttons, links and widgets at any time for any reason.

**Copyright and Trademark Policy**

CAMELS looks to adopt a Copyright and Trademark policy in accordance with the Digital Millennium Copyright Act (DMCA).

**Feedback**

We welcome your feedback and suggestions about how to improve “SD IRA Resource Center.” Feel free to submit feedback at <http://www.camelsgroup.com/contact-us/>. By submitting feedback in this or other manner to us, you agree to grant us the right, at our discretion, to use, disclose and otherwise exploit the feedback, in whole or part, without any restriction or compensation to you.

**Term & Termination**

This Agreement is effective from the date that you first access the Site or submit any information to CAMELS, whichever is earlier, and shall remain effective until terminated in accordance with its terms. Certain violations of this Agreement, as determined by CAMELS, may result in immediate termination of this Agreement, and/or your access to and use of the Site, without prior notice. This Agreement will also terminate automatically if you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement by either party, your right to use the Site shall immediately cease, and you shall destroy all copies of information that you have obtained from the Site, whether made under the terms of this Agreement or otherwise. All disclaimers, limitations of liability, indemnitees, CAMELS rights of ownership, and licenses to CAMELS shall survive any termination.

We reserve the right at any time and from time to time to modify, discontinue, temporarily or permanently, the Site, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, or any part of portion thereof. Nothing in this Agreement shall be construed to obligate CAMELS to maintain and support the Site, or any part or portion thereof, during the term of this Agreement.

**Disclaimers and Limitations of Liability**

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF CAMELS ENTITIES TO YOU.**

“CAMELS ENTITIES” MEANS CAMELS CONSULTING GROUP, AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

1. WE ARE PROVIDING YOU THE SITE, SERVICES, INFORMATION, PRODUCTS, PRODUCT DESCRIPTIONS, AND THIRD-PARTY CONTENT ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CAMELS ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.
2. CAMELS ENTITIES MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR: (i) CONTENT POSTED BY ANY THIRD-PARTY ON THE SITE, (ii) THE PRODUCT DESCRIPTIONS OR PRODUCTS, (iii) THIRD-PARTY SITES AND ANY THIRD-PARTY PRODUCT OR SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE SITE, (iv) PLANTS OR SEEDS FROM THE EXCHANGES, AND (v) THE QUALITY OR CONDUCT OF ANY THIRD-PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE SITE.
3. YOU AGREE THAT UNDER THE MAXIMUM EXTENT PERMITTED BY LAW, CAMELS ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT CAMELS ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF AND IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE SITE OR PRODUCTS. YOUR USE OF THE SITE, PRODUCTS, INFORMATION, OR SERVICES IS AT YOUR SOLE RISK.

**Indemnification**

You agree to fully indemnify, defend, and hold CAMELS, our licensors, suppliers, agents, successors, and assigns and our and their directors, officers, employees, consultants, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (a) your breach of this Agreement, (b) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party; (c) your activities in connection with the Site or other websites to which the Site is linked; and/or (d) your negligent or willful misconduct.

**Dispute Resolution**

You and CAMELS agree that any dispute, claim or controversy arising out of or relating to this Agreement or to your use of the Site or Services (collectively "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and CAMELS each are waiving the right to a trial by jury or to participate as a plaintiff as a class member in any class action proceeding. Further, unless you and CAMELS agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims and may not preside over any form class action proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of this Agreement.

*Arbitration Rules and Governing Law.* The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [http://www.adr.org](http://www.adr.org/) or by calling the AA at 1-800-778-7879). The Federal Arbitration act will govern the interpretation of this section.

*Arbitration Process.* A party who desires to initiate the arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within 7 days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with AAA Rules.

*Arbitration Location and Procedure.* Unless you and CAMELS agree otherwise, the arbitration will be conducted in Columbus, Ohio. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of documents you and CAMELS submit to the arbitrator, unless you request a hearing and the arbitrator then determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by AAA Rules. Subject to AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

*Arbitrator’s Decision.* The arbitrator will render an award within the timeframe specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration may be entered in any court having jurisdiction thereof. Any award of damages by an arbitrator must be consistent with the “Disclaimers and Limitations of Liability” section above. The arbitrator may award declaratory or injunctive relief in favor of the claimant only to the extent necessary to provide relief warranted by the claimant’s individual claim.

*Fees.* Your responsibility to pay any AAA filing, administrative and arbitrator fees will be as set forth in the AAA Rules.

**Miscellaneous**

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions (except as provided for under “Dispute Resolution”). This is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to such subject matter. This Agreement may not be changed, waived or modified except by CAMELS as provided herein or otherwise by written instrument signed by CAMELS. Neither this Agreement nor any right, obligation, or remedy hereunder is assignable, transferable, delegable, or sub-licensable by you except with CAMELS’s prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. CAMELS may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

**This Site is Operated By:**

*Camels Consulting Group*

*Last modified as of May 2, 2016*