

# Terms of Use Agreement – Roen Financial Report

## Read This Terms of Use Agreement Before Accessing Website

Effective Date: This Terms of Use Agreement was last updated on 3/2/2010.

This Terms of Use Agreement sets forth the standards of use of the Swiftwood Press LLC Online Service for Registered Members. By using the Swiftwood Press LLC [www.roenreport.com](http://www.roenreport.com) website you (the “Member”) agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at Swiftwood Press LLC [www.roenreport.com](http://www.roenreport.com) website. Your continued use of the Service after amendments are posted constitutes an acknowledgment and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

## **THE CONTENT OF THIS WEBSITE IS NOT TO BE CONSTRUED AS A SOLICITATION OR AS INDIVIDUAL INVESTMENT ADVICE.**

Advice and/or recommendations presented on [www.roenreport.com](http://www.roenreport.com) are of a general nature and are not to be construed as individual investment advice to Members. Considerations such as risk tolerance, asset allocation, investment time horizon, and other factors are critical to making informed investment decisions and are not taken into account by Swiftwood Press LLC. It is therefore recommended that individuals seek advice from their personal investment advisor before investing.

### **1. Description of Service**

Swiftwood Press LLC is providing Member with a monthly financial newsletter and/or website access to financial data and analysis. Member must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Member’s access to the Internet, and (3) pay any fees related with such connection.

### **2. Disclaimer of Warranties**

The site is provided by Swiftwood Press LLC on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, Swiftwood Press LLC makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website in terms of its correctness, accuracy, reliability, or otherwise. Swiftwood Press LLC shall have no liability for any interruptions in the use of this website. Swiftwood Press LLC disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion is inapplicable.

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### **3. Limitation of Liability**

**IN NO EVENT SHALL SWIFTWOOD PRESS LLC OR ANY OF OUR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR SWIFTWOOD PRESS LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEBSITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SWIFTWOOD PRESS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE INAPPLICABLE. ANY LIABILITY FOR US, WHETHER IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, SHALL BE LIMITED IN THE AGGREGATE TO DIRECT AND ACTUAL DAMAGES NOT TO EXCEED THE FEES RECEIVED BY US FROM YOU AS A MEMBER.**

### **4. Indemnification**

Member agrees to indemnify and hold Swiftwood Press LLC, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property, or any other right of any person or entity.

### **5. Members Account**

All Members of the Service shall receive a password and an account. Members are entirely responsible for any and all activities that occur under their account whether authorized or not authorized. Member agrees to notify Swiftwood Press LLC of any unauthorized use of Member's account or any other breach of security known or should be known to the Member. Member's right to use the Service is personal to the Member. Member agrees not to resell or make any commercial use of the Service without the express written consent of Swiftwood Press LLC.

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## **6. Modifications and Interruption to Service**

Swiftwood Press LLC reserves the right to modify or discontinue the Service with or without notice to the Member. Swiftwood Press LLC shall not be liable to Member or any third party should Swiftwood Press LLC exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Swiftwood Press LLC does not guarantee continuous, uninterrupted, or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## **7. Third-Party Sites**

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-party sites.

## **8. Disclaimer Regarding Accuracy of Vendor Information**

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Swiftwood Press LLC makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Swiftwood Press LLC makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

## **9. Governing Jurisdiction of the Courts of Vermont**

Our website is operated and provided in the State of Vermont. As such, we are subject to the laws of the State of Vermont, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal, or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of Vermont.

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## 10. Compliance with Laws

Member assumes all knowledge of applicable laws and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation.

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## **Terms of Use Agreement – Roen Financial Report**

By Mail:  
Harris Roen  
Swiftwood Press LLC  
82 Main Street, Suite 303  
Burlington, VT 05401  
By Telephone: (802) 658-2368  
By Email: sw@roen.net

### **13. Monitoring of Member Information by Swiftwood Press LLC**

Member use of products and/or services on the [www.roenreport.com](http://www.roenreport.com) website may be monitored by Swiftwood Press LLC from time to time. The ensuing information may be used for Swiftwood Press LLC's internal business purposes in accordance with applicable laws.

### **14. Termination**

These terms and conditions shall remain in effect until modified or terminated at the sole discretion of Swiftwood Press LLC as we in our rights determine. Swiftwood Press LLC may terminate Member access and use of the [www.roenreport.com](http://www.roenreport.com) website or materials or any portion thereof immediately and at any time. Any unused portion of Member payments for services will be refunded within ten (10) business days.

### **15. Other Terms**

If any provision of this Terms of Use Agreement shall be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Swiftwood Press LLC, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.