## **Terms and Conditions**

Effective Date: September 2025

Welcome to **The Fiduciary Institute** website ("Site"). By accessing or using this Site, you agree to be bound by these Terms and Conditions ("Terms"). Please read them carefully before using our Site.

### 1. Acceptance of Terms

By accessing or using this Site, you agree to comply with and be legally bound by these Terms and all applicable laws and regulations. If you do not agree, please do not use this Site.

#### 2. Use of the Site

- You may use this Site only for lawful purposes.
- You agree not to:
  - Violate any applicable laws or regulations.
  - Infringe upon the intellectual property rights of The Fiduciary Institute or others.
  - o Upload or transmit viruses, malware, or harmful code.
  - Attempt to gain unauthorized access to any portion of the Site.

### 3. Intellectual Property

All content on this Site—including text, graphics, logos, images, videos, course materials, and other materials—is the property of The Fiduciary Institute or its licensors and is protected by copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, or create derivative works from our content without prior written consent.

#### 4. Educational Content and Services

The Fiduciary Institute provides educational resources, training, and related materials.

- These materials are for informational and educational purposes only.
- They do not constitute legal, financial, or professional advice.
- Participation in our courses or use of our materials does not create any fiduciary, client, or professional relationship.

### 5. Accounts and Registration

If you create an account on our Site:

- You are responsible for maintaining the confidentiality of your login information.
- You agree to notify us immediately if you suspect unauthorized use of your account.
- We reserve the right to suspend or terminate accounts that violate these Terms.

### 6. Payments and Refunds

If you purchase products or services through our Site:

- You agree to provide accurate payment information.
- All payments are processed through secure third-party payment providers.
- Refunds, if available, will be subject to the terms specified at the time of purchase.

# 7. Third-Party Links

Our Site may contain links to third-party websites. These links are provided for convenience only. We do not endorse or assume responsibility for the content, policies, or practices of any third-party sites.

### 8. Limitation of Liability

To the fullest extent permitted by law, The Fiduciary Institute is not liable for any damages arising from:

- Your use or inability to use the Site.
- Reliance on information provided on the Site.
- Unauthorized access to or use of our servers or data.

#### 9. Indemnification

You agree to indemnify, defend, and hold harmless The Fiduciary Institute, its affiliates, and employees from any claims, liabilities, damages, losses, or expenses (including attorneys' fees) arising out of your use of the Site or violation of these Terms.

### 10. Privacy

Your use of this Site is also governed by our **Privacy Policy**, which explains how we collect, use, and protect your personal data.

## 11. Changes to Terms

We reserve the right to modify these Terms at any time. Updates will be posted on this page with a revised "Effective Date." Your continued use of the Site after changes are posted means you accept the updated Terms.

# 12. Governing Law

These Terms are governed by and construed in accordance with the laws of the **State of [Insert State]**, without regard to conflict of law principles.

#### 13. Contact Us

If you have questions about these Terms, please contact us:

Email: info@thefiduciaryinstitute.com

Phone: 503-389-0510

Mailing Address: 10940 SW Barnes Rd. #139 Portland, Oregon 97225