

# TERMS OF USE & SERVICE

**Last Updated:** 1/9/2025

## 1. Acceptance of Terms

Welcome to Absolute Retirement Solutions LLC (“Site”), operated by FMG Suite (“FMG Suite,” “we,” “us,” or “our”). By accessing or using this Site, including any password-protected areas (collectively, the “Services”), you acknowledge (1) you are of legal age in your country to form a binding contract; and (2) you have read, understand and agree to be legally bound by the following terms of service (“Terms”). If you do not agree with these Terms, you must discontinue use of the Site immediately.

If you are using the Website on behalf of an individual or entity, you represent and warrant that you have authority to bind that individual and/or entity to the Terms, and by accepting these Terms, you are doing so on your own behalf, and on behalf of that individual and/or entity (and all references to "you" and “your” in the Terms shall refer to you, the user, as well as that individual and/or entity).

## 2. Scope of Agreement

These Terms apply to:

1. **All employees** (full-time, part-time, interns),
2. **Contractors**, and
3. **Independent Producers** or other authorized users who have been granted access to the Site’s password-protected portal. The Terms govern your use of our Site, including any content, functionality, and services offered on or through the Site.

## 3. Modification of Terms

We reserve the right to update or modify these Terms at any time, in our sole discretion. Any changes become effective immediately upon posting the revised Terms on the Site and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as you recognize and agree that they are binding on you.

## 4. Authorized Users and Account Security

1. **Eligibility:** Access to the password-protected portal is restricted to authorized users only. You may not share your login credentials or permit any unauthorized individual to access your account.
2. **Accuracy of Information:** You agree to provide accurate and complete information during registration, and to keep this information up to date at all times.
3. **Security Obligations:** To access the Site or some of the Services it offers, you may be asked to provide certain registration details or other information, as detailed in our Privacy Policy. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with those policies. If you choose, or are provided with, a username, password, verification code and/or any other piece of information as part of our security procedures (collectively, "Registration Credentials"), you understand that your Registration Credentials are personal to you and must be protected. You understand that you are responsible for any activity and transactions performed through your registered Site account. Further, you agree to notify us immediately of any unauthorized access to your registered Site account, use of your Registration Credentials, or any other security incident. You also agree to ensure that you log out from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We reserve the right to disable any user account that violates these Terms, without notice.

## 5. No Unlawful or Prohibited Use

You warrant that you will not use the Site or the Services for any purpose that is unlawful or prohibited by these Terms. You agree not to:

- Engage in activities that could damage, disable, overburden, or impair the Site.
- Interfere with any other user's enjoyment of the Site.
- Attempt to obtain any materials or information not intentionally made available or provided through the Site.
- Upload or transmit any viruses, worms, or malicious code.
- Engage in any form of unauthorized data mining or harvesting of personal information.

## 6. Ownership and Intellectual Property

1. **Site Content:** Unless otherwise stated, all materials, information, and content displayed on the Site (“Content”) are the property of Absolute Retirement Solutions LLC, its licensors and are protected by intellectual property laws.
2. **Restrictions:** You may not copy, reproduce, republish, upload, post, transmit, or distribute the Content without our prior written consent. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: Absolute Retirement Solutions LLC. If you print, copy, modify, download or otherwise use or provide any other person with access to or content from any part of the Site in breach of the Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.
3. **Submissions:** By posting or uploading any content to the Site, you represent and warrant that you have all necessary rights to do so and grant Absolute Retirement Solutions a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display such content in connection with the provision of the Services.

## 7. Third-Party Sites and Links

The Site may contain links to external websites or resources (“Linked Sites”) that are not operated by Absolute Retirement Solutions LLC. We do not control or endorse these Linked Sites and are not responsible for their content or any transmission received from them. Accessing any Linked Site is at your own risk and subject to the terms of use and any privacy and/or security policies for such sites.

## 8. Privacy

Your use of the Site is also subject to our **Privacy Policy**, which describes how we collect, use, and disclose personal information. You acknowledge that by using the Site, you consent to the collection and use of your information as set forth in the Privacy Policy.

## 9. Disclaimers

1. **“As Is” Basis:** The Services and all information, software, products, and related materials available through the Site are provided “as is” without warranty of any kind, either express or implied. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code.
2. **No Guarantee of Availability:** We do not guarantee that the Site will be available at all times or that it will be free from errors or omissions.
3. **No Professional Advice:** Any information provided via the Site is for general informational purposes only and should not be construed as professional, legal, financial, or other advice.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 10. Limitation of Liability

To the maximum extent permitted by law, in no event shall Absolute Retirement Solutions LLC, its affiliates, officers, directors, employees, or suppliers be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation damages for loss of data, revenue, or profit, arising out of or in connection with:

- Your use or inability to use the Site;
- Any unauthorized access to or alteration of your data;
- Any statements or conduct of any third party on the Site; or
- Any other matter relating to the Site or the Services.

If you are dissatisfied with any portion of the Site, or with these Terms, your sole and exclusive remedy is to discontinue using the Site.

## 11. Indemnification

You agree to defend, indemnify, and hold harmless Absolute Retirement Solutions LLC, and its affiliates, officers, directors, employees, agents, and suppliers from and against any claims, actions, demands, losses, liabilities, and settlements including without limitation legal and accounting fees resulting from or alleged to result from your use of the Site or your violation of these Terms.

## 12. Termination of Access

We reserve the right, in our sole discretion, to terminate or suspend your access to the Site at any time, without notice, for any reason, including but not limited to breach of these Terms. Upon termination, all rights granted to you under these Terms shall cease immediately, and you agree to discontinue any further use of the Site.

## 13. Governing Law and Jurisdiction

These Terms and any disputes related thereto shall be governed by and construed in accordance with the laws of the state in which Absolute Retirement Solutions LLC, is headquartered, without regard to conflict-of-law principles. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted exclusively in the state or federal courts located within that state.

## 14. Severability

If any provision of these Terms is found to be invalid or unenforceable under applicable law, such provision shall be deemed modified to the extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

## 15. Entire Agreement

These Terms, together with our Privacy Policy and any additional terms to which you agree when using particular elements of the Site, constitute the entire agreement between you and Absolute Retirement Solutions LLC, regarding the Site. They supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and Absolute Retirement Solutions LLC, with respect to the Site.

## 16. Terms of Service

1. By Contacting us you consent to receiving SMS communications regarding new events, products, scheduling or office updates.
2. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time, and we will start sending SMS messages to you again.
3. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly by telephoning us.
4. Carriers are no liable for delayed or undelivered messages.
5. As always, message and data rates may apply for any messages sent to you from us and us from you. The frequency with which we may text you may vary. If you have any questions about your text plan or data plan it is best to contact your wireless provider.
6. If you have any questions regarding privacy, please read our [Privacy Policy](#).

## 17. Contact Information

If you have any questions or concerns about these Terms or the Site, you may contact us at:

Absolute Retirement Solutions LLC,  
Attn: Customer Service  
10820 Shawnee Mission Parkway, Suite 301 Shawnee, KS 66203  
info@absolutekc.com  
913-254-3030

**BY ACCESSING OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**