



TERMS OF USE

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY. THEY SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR USE OF THE SITE AND THE SERVICES PROVIDED BY WEALTHNEST FINANCE LLC. THESE TERMS REQUIRE YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US AND WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WEBSITE OR SERVICES. THESE TERMS ARE SUBJECT TO CHANGE. Additional terms and conditions apply to specific products and services.

By accessing, browsing, or using any Services, as defined below, of WealthNest Finance* ("Company," "we," "our," or "us") you are agreeing to these Terms and the terms of our Privacy Policy. These Terms apply to all of our internet properties including, without limitation, www.sparkfinancialclub.com (the "Site"), mobile websites, microsites, mobile applications, or other online service where these Terms are posted or accessible, WealthNest Finance 's profiles on any social media site, and any other digital services or properties operated or used by WealthNest Finance from time to time (collectively, ("Services")). These Terms apply whether or not you are registered or have an account on any Service. As used herein, "Users," "you" or "your" is defined to mean anyone who accesses and/or uses the Site or Services in any manner.

Changes to the Terms of Use

We may, from time to time, make modifications, changes or additions to these Terms without notice. Any changes to these terms will be effective immediately upon the posting and apply to all access to and use of the Services thereafter. You agree that your continued use of the Site or Services following the posting of such changes is your acceptance of such changes.

Therefore, you should visit this page periodically to review any changes to the Terms. No revisions to these Terms, including the dispute resolution provision set forth below, shall apply to a controversy or claim of which a party had actual notice on or before the date of any such revision.

Eligibility

The Site and the Services are not available to persons under the age of 18 or to persons who are not legal residents of the United States. By using the Site, applying for or using any of the

*The Spark product is owned and managed by WealthNest Finance LLC.

Services, you represent and warrant that you are at least 18 years of age or that you are at least the minimum age that is required in your state and are a legal resident of the United States. Please note that not all Services are available in all geographic areas. Your eligibility for particular Services is subject to final determination by WealthNest Finance.

User Accounts

In consideration of your use of the Site and Services, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site or Services ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. You agree to notify us immediately of any unauthorized use of your online account. We reserve the right to close your online account at any time for any or no reason. You will use your online account for your personal, non-commercial use only. You may not impersonate someone else, create an online account for anyone other than yourself, provide an email address other than your own, or create multiple online accounts.

Restrictions on Your Use of the Site and Services

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Services will violate or infringe upon the rights of any third party, including copyright, trademark, patent, trade secret, moral right, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Services or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Services or the Site or for any other purpose. You further agree that you may not use the Site or the Services in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site.

In addition, you agree not to use the Site or the Services for any of the following:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- to send, knowingly receive, upload, download, use or reuse any material which does not comply with these Terms.
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm WealthNest Finance or users of the Services or expose them to liability.
- to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another User's use of the Site or the Services;
- to submit or transmit any advertising or promotional material without our prior written consent, including any spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- for keyword spamming or to otherwise attempt to manipulate natural search results;
- to promote any form of bigotry or discrimination against any person, especially a person in any of the protected classes; and
- to submit or transmit pornography or illegal content.
- You also agree that you will NOT perform any of the following acts in relation to your use of the Site or the Services:
 - modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than your Content), except as expressly authorized by Company in writing;
 - record, process, or mine information about other Users; • reverse engineer any portion of the Site or the Services;
 - remove or modify any copyright, trademark or other proprietary rights notice on the Services or on any materials printed or copied from the Services;
 - use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Services or any Service Content;

- access, retrieve or index the Site or the Services for purposes of constructing or populating a searchable database of business reviews;
- reformat or frame any portion of the Services;
- take any action that imposes, or may impose in Company's sole discretion, an unreasonable or disproportionately large load on the Company's technology infrastructure;
- Inappropriately use, attempt to gain unauthorized access to the Services or attempt to interfere with the proper working of the Services, User accounts, computer systems or networks connected to the Site through hacking, password mining or any other means,, whether by manual process, automatic device, or otherwise.
- use the Services to violate the security of any computer network, crack passwords or security encryption codes;
- use the Services or any Service Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- use any device, software or routine that interferes with the proper working of the Services, or otherwise attempt to interfere with the proper working of the Services;
- disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; remove, circumvent, disable, damage or otherwise interfere with any
- security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site;
- to impersonate or attempt to impersonate a WealthNest Finance employee, another user or any person or entity, (including, without limitation, by using email addresses (or screen names) associated with or intentionally similar to any of the foregoing or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity; or
- except as expressly requested by Company, upload, post, transmit, share, store or otherwise make publicly available on the Services any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior, written notice to us info@sparkfinancialclub.com, together with any

information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

Intellectual Property and Proprietary Rights

All content of the Services, includes all information, content, services, and software displayed on, transmitted through, or used in connection with Services and includes, without limitation, (i) WealthNest Finance 's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "WealthNest Finance Marks"); (ii) information, data, materials, interfaces, computer code, databases, products and product terms and descriptions, services, software applications, and tools, texts, images, photographs, text, graphics, music, audio and video material, including podcasts, and artwork, and other files; and (iii) the design, structure, selection, arrangement, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the Services; and (iv) proprietary property of Company with all rights reserved (the items identified in subsections (i) through (iv) shall be collectively referred to herein as "Content"). No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Company's prior, written permission.

Provided that you are eligible for use of the Services, you are granted a personal, revocable, limited, non-exclusive, non-transferable license to access, browse, and use the Services online and to download or print a copy of any portion of the Site Content solely for your personal use, provided that you keep all copyright or other proprietary notices intact, and conditioned on your continued acceptance of, and compliance with, these Terms and WealthNest Finance 's Privacy Policy. Without limitation, you may not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, or (ii) delete or alter any of WealthNest Finance Marks or copyright, trademark or other proprietary rights notices from copies of Content.

You may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Such license is subject to these Terms and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Services or Content other than as specifically authorized herein, without the prior written permission Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized

use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

Ideas You Pitch to Us

If you share or pitch ideas, information, suggestions, proposals, invitations, instructions, or recommendations about the way we do business or about content like stories, photos, videos, and the like with WealthNest Finance (hereinafter, a "Pitch"), please keep in mind that it is subject to these Terms, including, without limitation, the "Intellectual Property Rights" section above. Moreover, unless we specifically tell you in writing that we want to move forward with your Pitch and that we agree to pay you a specific rate (or to link to your website) in writing, you are not entitled to any compensation for your Pitch. Additionally, we may already have ideas or plans in progress that are similar to yours, and we are not responsible for any similarities between your Pitch and our current or future content or actions; any such similarities are purely coincidental.

Information We Collect and Use

Please see our Privacy Notice for an explanation of how we collect, share and protect your personal information. Company's Privacy Notice applies to our use of your personal information, and its terms are expressly incorporated by reference. We may also use third-party platforms and service providers to deliver our marketing, which can include reaching individuals with similar interests to our existing customers.

Site Security

You acknowledge that use of a username and a password is an adequate form of security. You acknowledge and agree that Internet transmissions are never completely private or secure and that any message or information you send to the Site may be read or intercepted by others, notwithstanding our efforts to protect such transmissions.

We use industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. It is your responsibility to protect the security

of your login information. Please note that e-mails and other communications you send to us through our Services are not encrypted.

Consent to be Contacted

By providing your contact information to us, you are expressly authorizing and consenting for us or our agents to contact you by telephone, electronic text messaging, email or postal mail, even if you have opted into the national “Do Not Call List” administered by the Federal Trade Commission, any state equivalent “Do Not Call List” or the “Do Not Call List” of any specific institution.

You agree that we may contact you related to your application and to service your loan, to remind you of upcoming payments, or for collections and any other purpose arising out of or relating to your use of this Site or the Services.

By submitting your contact information, registering for an account, applying for a Service or beginning an application for a Service, you are consenting to be contacted by us by written notices, email messages, text messages, or telephone, at any email address or mailing address we have for you in our records or from other public and nonpublic databases we may lawfully access, and, in connection with any such telephone calls, you consent to the use prerecorded or artificial voice messages and/or automatic dialing devices, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you for matters related to your loan or application, such as reminding you of upcoming payments, collections, and other loan-related issues. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location and contact information for you. You hereby further consent that we may utilize a third-party service and other providers for the purposes of contacting you on our behalf in accordance with the Terms.

You certify, warrant and represent that any telephone numbers that you have provided to us are your correct and current contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and agree to promptly alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

Other Promotions

From time to time, the Company may conduct promotions on Company products on or through the Site. Each Promotion may have additional terms and/or rules of participation (“Promotion

Rules”), which will be posted or otherwise made available to you. The Promotion Rules for each Promotion in which you participate will be deemed incorporated into and form a part of these Terms for the Promotions. It is your responsibility to read the Promotion Rules to determine whether or not your participation, registration, or entry will be valid or restricted, and to determine your participation requirements.

Monitoring and Enforcement

Without limiting the foregoing, we have the right, but not the obligation, to monitor and take any action as set forth in these Terms and WealthNest Finance’s Privacy Policy, and to report any violation of these Terms to government, regulatory or law enforcement authorities and to fully cooperate with any such request, any subpoena, court order, or legal process requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS WEALTHNEST FINANCE AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY WEALTHNEST FINANCE AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Digital Millennium Copyright Act Notice / Claims of Copyright Infringement & Related Issues (17 U.S.C. § 512)

We respect the intellectual property rights of others, and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”), WealthNest Finance will respond expeditiously to clear notices of alleged copyright infringement that are reported to WealthNest Finance’s designated copyright agent identified below. As part of our response, WealthNest Finance will follow the procedures outlined herein and in the DMCA, and we may remove or disable access to material residing on the Site or available through the Services that is claimed to be infringing. We may also document notices of alleged infringement on which we act.

If we remove or disable access to allegedly infringing material, we will make a good-faith attempt to contact the person who submitted the affected material or content so that they may make a counter notification in accordance with Sections 512(g)(2) and (3) of the DMCA.

Notice Requirements:

If you believe the work on this site has been reproduced in a way that constitutes your copyright infringement, you may notify our agent by providing the following information:

- Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;
- Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint;

If possible, information sufficient to allow WealthNest Finance to notify the owner/administrator of the allegedly infringing content; and

- A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of the foregoing copyright issues should be sent as follows:

By Mail: WealthNest Finance LLC

ATTN: Compliance

801 Brickell Ave, Ste 510, Miami, FL 33131

By E-Mail: info@sparkfinancialclub.com

By Toll-Free Telephone: (888) 812-8878

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action. This information should not be construed as legal advice. For further information about the DMCA, please visit the website of the United States Copyright Office at <http://www.copyright.gov/onlinesp>.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

[Linking to the Site and Social Media Features](#)

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, promotion or endorsement on our part, unless you first obtain our express written consent.

The Site may provide certain social media features that enable you to:

- Link from your own or certain third-party website to certain content on the Site.
- Send e-mails or other communications with certain content, or links to certain content, on the Site.
- Cause limited portions of content on the Site to be displayed or appear to be displayed on your own or certain third-party website.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features, including the host sites' terms of use.

Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms or the WealthNest Finance 's Privacy Policy.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our discretion.

Geographic Restrictions

WealthNest Finance is based in the State of Florida in the United States. We provide the Services for use only by individuals while they are physically located in geographic regions outside of the European Union ("EU"). We make no claims that the Services, the Site, or any of their content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside of the United States, you do so on your own initiative and are

responsible for compliance with local laws. Additionally, by using the Services and agreeing to the Terms, you also agree to indemnify WealthNest Finance for any damages caused or related to your use of the Services from outside the United States.

Disclaimer of Warranty

WE DO NOT GUARANTEE OR WARRANT THAT ACCESS TO OR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE, IS PROVIDED “AS IS,” AND “AS AVAILABLE” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE. WE DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING.

WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT OR AFFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SITE, OR ON ANY WEBSITE LINKED TO THE SITE. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACKUP AND SECURITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE APP, THE COMPANY OR ITS EMPLOYEES, AFFILIATES OR AGENTS SHALL CREATE A WARRANTY OF ANY KIND. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, NEITHER COMPANY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS

THEREOF, SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS SITE, THE SERVICES OR CONTENT, OR YOUR USE OR INABILITY TO ACCESS OR USE ANY OF THE FOREGOING, OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR FAILURE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SITE, THE SERVICES, SUBMISSIONS OR THE CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST 12 MONTHS WITH RESPECT TO THE INCIDENT GIVING RISE THE CAUSE OF ACTION.

IN THE EVENT YOU ARE DISSATISFIED WITH, OR DISPUTE, THESE TERMS, THE SITE, THE SERVICES AND/OR CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR USE OF THE SITE AND/OR THE SERVICES, EVEN IF THAT RIGHT OR REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. YOU CONFIRM THAT WEALTHNEST FINANCE HAS NO OTHER OBLIGATION, LIABILITY OR RESPONSIBILITY TO YOUR OR ANY OTHER PARTY.

The foregoing limitation applies to the extent permitted by law in the applicable jurisdiction.

Indemnification

You agree to defend, indemnify and hold Company and its affiliates and its and their directors, officers, employees, agents, contractors, successors or assigns thereof harmless from and against all claims, including third party claims, liabilities, damages, judgments, awards, losses, costs, fees and/or expenses (including reasonable attorneys' fees) against or incurred by us arising out of or relating to your breach of these Terms or violation of applicable law, any of your Submissions, your use of or access to the Site, or access by anyone accessing the Site using your account. We reserve the right to assume or participate in the investigation, settlement, and defense of any such action or claim, and in any event you will cooperate with us in asserting any available defenses.

Dispute Resolution

By using the Services, you agree that WealthNest Finance has the right to submit any controversy or claim (a “Dispute”) that either party may have against the other to non-binding mediation before you can initiate any lawsuit. If WealthNest Finance chooses to submit a Dispute to mediation, the parties shall equally share in paying for the costs of the mediator, but the parties agree to pay their own attorney fees and costs prior to and at the mediation.

If mediation is unsuccessful, or if WealthNest Finance chooses not to mediate, WealthNest Finance can do any of the following with regard to a Dispute: (i) submit the Dispute to binding arbitration in accordance with the rules of the American Arbitration Association, then in effect; (ii) compel arbitration (if you initiate a legal proceeding); or (iii) file, defend or otherwise participate in a lawsuit regarding the Dispute, without arbitrating. The prevailing party in any arbitration or litigation shall be entitled to recover reasonable attorneys’ fees and costs (except for arbitrator costs). Notwithstanding anything else contained herein, WealthNest Finance shall be entitled to seek injunctive or equitable relief at any time in the state or federal courts in Florida and any other court with jurisdiction over the parties.

In the event that a Dispute is arbitrated, you understand and agree: there is no judge or jury in arbitration and review is limited; the arbitrator’s decision and award is final and binding, with limited exceptions; judgment on the award may be entered in any court with jurisdiction; if an in-person hearing is required as part of an arbitration proceeding initiated or allowed by WealthNest Finance, then it will take place in Miami Dade County, Florida (however, the parties may mutually agree on an alternative location); WealthNest Finance will not be responsible for paying any fees associated with your travel or other costs incurred to attend an arbitration hearing; the fees and expenses of any arbitrator(s) will be borne equally by the parties; Florida law will also apply during any arbitration related to a Dispute.

By using the Services, you affirm, agree, and warrant that any Dispute will be arbitrated or litigated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions.

Additional Terms

Certain features or Services available through the Site may be subject to additional terms, which will be presented to you at that time. In the event of a conflict between these Terms and such additional terms, the additional terms will govern solely with respect to such features

and Services. Such additional terms are expressly incorporated into and made part of these Terms.

Law and Venue

This Site is located in the State of Florida. These Terms and the relationship between you and Company shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida without regard to its conflicts of law provisions.

Waiver and Severability

WealthNest Finance 's failure to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

The Terms, together with any revision, any additional terms and conditions, any terms or conditions incorporated by reference, and if applicable any click-through agreement, constitute the sole and entire agreement between you and WealthNest Finance with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

Contact Us

Questions, complaints or claims related to this Site or its Service should be directed to info@sparkfinancialclub.com.