

**RIA™ TERMS AND CONDITIONS**

Last Updated: March 20, 2026

These Terms and Conditions (“Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Joyce Coffee Consulting LLC d/b/a Climate Resilience Consulting (“CRC,” “we,” “us,” or “our”), concerning your access to and use of the website located at [www.riaresilience.com](http://www.riaresilience.com) and any related pages or subdomains (the “Site”). Please read these Terms carefully before using the Site. By visiting our Site and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to these Terms. We reserve the right, in our sole discretion, to change, modify, add or remove portions of the Terms at any time. We will notify you of any material changes to these Terms by changing the “Last Updated” date at the top of this webpage. You should check these Terms periodically for changes. By using this Site after we post any changes to the Terms, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms, you may not access or otherwise use this Site. CRC reserves all rights not expressly granted in these Terms.

**1. Intellectual Property Rights**

Unless otherwise specified, we grant you a revocable, non-exclusive, non-transferable, limited license to access, use, and display this Site and the Materials, as defined herein, solely for informational and internal business purposes, provided that you fully comply with the provisions of these Terms. You acknowledge that all materials on the Site, including the Site’s information, design, graphics, text, sounds, pictures, software, algorithms, data models, databases, documentation, and other files and the selection and arrangement thereof (collectively, the “Materials”), are the property of CRC or its licensors and are protected by United States copyright, trademark, trade secret, and other intellectual property laws. All rights in and to the Materials not expressly granted in these Terms are reserved to their respective copyright owners. Except as expressly permitted by these Terms, you shall not reverse engineer, decompile, disassemble, copy, reproduce, modify, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works from, or otherwise use any of the Materials in any form or by any means, without our prior written authorization. You shall not modify or adapt the Materials in any way or otherwise use them for any public or commercial purpose. CRC may modify, suspend, or discontinue the Site or any portion of it at any time without notice.

**2. Links; Third Party Websites**

These Terms apply only to this Site and not to the websites of any other person or entity. We may provide links to other websites or resources. Links on this Site to third party websites are provided only as a convenience to you. If you use these links, you will leave the Site. We do not control or

## **FINAL COPY**

endorse any such third-party websites. You agree that we will not be responsible or liable for any content, goods, or services provided on or through these outside websites or for your use or inability to use such websites. We accept no responsibility for any loss or damage that may arise from your use of these linked websites. You agree that your use of these links is at your own risk and subject to the terms and conditions of use for such websites.

We, in our sole and absolute discretion, may disable any or all links at any time and without notice to you.

### **3. Your Conduct**

By using this Site, you agree that you will not use our Site or its Materials in any way that causes or is likely to cause the Site, its Materials, or access to them to be interrupted, damaged, or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Site and to us. You agree to use the Site and its Materials only for lawful and legitimate purposes, not for speculative, false, fraudulent, or illegal purposes.

You shall use the Site and its Materials for lawful purposes only. You agree that you will not use the Site or its Materials in any of the following ways:

- For fraudulent purposes or in connection with a criminal offence or to otherwise carry out any unlawful activity;
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise injure others;
- To use any robot, spider, scraper, crawler, data mining tool, artificial intelligence system, or other automated means to access, monitor, copy, or extract data from the Site or its Materials without our prior written permission;
- To send, negatively impact, or infect our Site or its Materials with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not;
- To impersonate any person or entity, including, but not limited to, a representative of CRC, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- To interfere with or otherwise disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations or networks connected to the Site;
- To collect or store personal data about other Site users;
- To gain access to unauthorized areas of the Site or our network or services; or,

## **FINAL COPY**

- To reproduce, duplicate, copy, or resell any part of our Site or its Materials in a way that is not in compliance with these Terms or any other agreement with us.

### **4. Privacy**

Use of this Site is subject to the terms and conditions of our Privacy Policy, which is hereby incorporated into and made part of these Terms. Please carefully review our Privacy Policy. By using this Site, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Site and any personal information provided by you in accordance with our Privacy Policy and applicable law.

### **5. No Professional Advice**

The information provided on this Site is for informational purposes only and should not be relied upon as legal, engineering, environmental, financial, or other professional advice. Use of the Site or its Materials does not create any professional, advisory, or fiduciary relationship between you and CRC. CRC makes no guarantees regarding the accuracy, completeness, or suitability of the information on the Site.

### **6. Disclaimer of Warranties**

YOU AGREE THAT YOUR ACCESS TO AND USE OF THE SITE AND ANY OF ITS MATERIALS IS AT YOUR OWN RISK. ANY OFFERING, CONTENT, AND MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DONE AT YOUR SOLE RISK AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE ACCESS OR DOWNLOAD OF ANY SUCH OFFERING, CONTENT OR MATERIAL. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE OFFERINGS, CONTENT AND MATERIALS ON THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE CONTENT AND MATERIALS ON THE SITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, TIMELINESS, PERFORMANCE, COMPLETENESS, OR SUITABILITY OF THE INFORMATION ON OUR SITE OR ITS CONTENT AND MATERIALS. WE ASSUME NO LIABILITY FOR ERRORS OR OMISSIONS ON THE SITE, ITS CONTENT, OR IN OTHER INFORMATION REFERENCED BY OR LINKED ON THE SITE. YOU ACKNOWLEDGE THAT SUCH INFORMATION MAY CONTAIN INACCURACIES OR ERRORS.

## **FINAL COPY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION THAT THIS SITE OR ANY FUNCTION CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVERS THAT MAKE THIS SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

### **7. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST DATA, GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OTHER COMMERCIAL DAMAGES, OR ANY OTHER DAMAGES OR LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM (A) YOUR USE OR INABILITY TO USE THE SITE; (B) YOUR USE OF ANY CONTENT OR OTHER MATERIAL ON THIS SITE OR ANY WEBSITES LINKED TO THIS SITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR, (D) ANY OTHER MATTER RELATING TO OUR SITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS SITE. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **8. Indemnification**

You agree to indemnify, hold harmless, and, at our option, defend us and our affiliates, and our and their members, managers, employees, officers, directors, agents, and representatives from and against any and all claims, liabilities, damages, and/or costs (including, but not limited to, reasonable attorneys' fees, costs, and expenses) arising from your improper use of this Site, your

## **FINAL COPY**

violation of these Terms, your violation of the rights of a third party, including, but not limited to, intellectual property rights, or any overt harmful act toward any other user of the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.

### **9. Compliance with Applicable Law**

The Site is based in the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with all applicable laws of your specific jurisdiction.

### **10. Governing Law and Venue**

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois in the United States, without giving effect to its conflicts of law principles. You agree that any cause of action arising from or relating to the use of this Site or these Terms shall be brought exclusively in the Federal or State courts located in Cook County, Illinois. You hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection to such courts on any basis, including without limitation, improper venue or forum non conveniens.

### **11. Severability**

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected thereby.

### **12. Entire Agreement**

These Terms constitute the entire agreement between us and you with respect to the subject matter contained herein and govern your use of the Site, superseding any and all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral, with respect to the subject matter of these Terms.

### **13. No Waiver**

Our failure to insist upon strict adherence to any of these Terms shall not constitute a waiver of such term and shall not be considered to waive or limit our right thereafter to insist upon strict adherence to that term or any other term outlined herein.

**FINAL COPY**

**14. Termination**

We reserve the right, in our sole and absolute discretion, to refuse or terminate your access to the Site and its Materials, in whole or in part, at any time without notice. In the event of termination, you shall no longer be authorized to access the part of the Site or the Materials affected by such termination. The restrictions imposed on you in these Terms with respect to the Site and its Materials will still apply now and in the future, even after termination by us.

**15. Contact Information**

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

Email: [joyce@climateresilienceconsulting.com](mailto:joyce@climateresilienceconsulting.com)

Phone: 312-894-9028

Office Hours: M-F 9am-5:30pm CT