



## **Terms and Conditions**

**Last Updated:** 11/17/2025

### **1. Agreement to Terms**

Welcome to RFG Capital Management, LLC ("RFG Capital Management," "Company," "we," "us," or "our"). These Terms and Conditions ("Terms," "Agreement") govern your access to and use of our website located at <https://www.rfgcapital.com> (the "Website"), our services, and any communications you receive from us, including SMS text messages and email communications.

By accessing or using our website, engaging in our services, or opting in to receive communications from us, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must discontinue use of our website and services immediately.

### **2. Description of Services**

RFG Capital Management provides professional financial services, including but not limited to:

- Retirement planning and analysis
- Investment advisory services
- Insurance planning and product placement
- Financial education and consultation
- Related financial planning services

These services are provided in accordance with applicable federal and state laws and regulations governing financial services, insurance, and investment advisory activities.

### **3. Eligibility and Account Registration**

#### **3.1 Age Requirement**

You must be at least 18 years of age to use our services or enter into any agreement with RFG Capital Management. By using our services, you represent and warrant that you meet this age requirement.

#### **3.2 Accurate Information**

You agree to provide accurate, current, and complete information when registering for services or communicating with us. You are responsible for maintaining the accuracy of your information and promptly updating any changes.

#### **3.3 Account Security**

If you create an account or receive login credentials, you are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

### **4. SMS Text Messaging Terms**

#### **4.1 Consent to Receive Messages**

By providing your mobile telephone number and opting in to receive SMS text messages from RFG Capital Management through our Website, web forms, telephone communication, or other enrollment methods, you expressly consent to receive text messages from us. These messages may include:

- Appointment reminders and confirmations
- Account notifications and alerts
- Service updates and important notices
- Follow-up communications regarding your inquiries
- Educational content related to financial planning and retirement
- Promotional information about financial and insurance products and services

#### **4.2 Message Frequency and Costs**

- Message frequency varies based on your account activity, preferences, and the nature of our communications with you
- Standard message and data rates may apply as determined by your mobile carrier

- You are responsible for all charges imposed by your mobile carrier in connection with text messaging services
- Consent to receive SMS messages is not a condition for purchasing any goods or services from RFG Capital Management

#### **4.3 Supported Carriers**

Our SMS service is available on major U.S. mobile carriers. Delivery of messages is subject to your carrier's service availability and may be affected by factors beyond our control.

#### **4.4 Opt-Out Procedures**

You may opt out of receiving SMS messages at any time by:

- Replying **STOP, UNSUBSCRIBE, CANCEL, END, or QUIT** to any text message
- Contacting us directly at 480-988-6601 or [info@rfgcapital.com](mailto:info@rfgcapital.com)

After opting out, you will receive one final confirmation message. You may continue to receive SMS messages briefly as we process your opt-out request.

#### **4.5 Help and Support**

For assistance with SMS services, you may:

- Reply **HELP** to any text message
- Visit our website at <https://www.rfgcapital.com>
- Call us at 480-988-6601
- Email us at [info@rfgcapital.com](mailto:info@rfgcapital.com)

#### **4.6 Privacy and Data Sharing**

Your mobile number and SMS consent information will not be shared with third-party marketers or affiliates for their marketing purposes. For complete information about how we collect, use, and protect your information, please review our Privacy Policy at <https://www.rfgcapital.com/privacy-policy>.

### **5. Acceptable Use of Website and Services**

#### **5.1 Permitted Use**

You may access and use our website and services only for lawful purposes and in accordance with these Terms. You agree to use our services in a manner consistent with all applicable laws and regulations.

## **5.2 Prohibited Conduct**

You agree not to:

- Violate any applicable federal, state, or local laws or regulations
- Infringe upon or violate our intellectual property rights or those of others
- Transmit any material that is defamatory, obscene, fraudulent, or otherwise objectionable
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website
- Use any robot, spider, scraper, or other automated means to access the Website without our prior written permission
- Attempt to gain unauthorized access to any portion of the Website, other accounts, computer systems, or networks
- Introduce any viruses, Trojan horses, worms, or other malicious code
- Interfere with, disrupt, or create an undue burden on the Website or networks connected to the Website
- Use the Website or our services to transmit unsolicited advertising or promotional materials
- Impersonate or attempt to impersonate RFG Capital Management, our employees, another user, or any other person or entity
- Collect or harvest any personally identifiable information from the Website

## **5.3 Enforcement**

We reserve the right, in our sole discretion, to:

- Monitor use of the Website for compliance with these Terms
- Investigate violations and take appropriate action
- Terminate or suspend your access to the Website or services
- Cooperate with law enforcement authorities in investigating suspected illegal activities

## **6. Intellectual Property Rights**

## **6.1 Ownership**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by RFG Capital Management, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

## **6.2 Limited License**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Website for your personal, non-commercial use only.

## **6.3 Restrictions**

You may not:

- Reproduce, distribute, modify, create derivative works of, publicly display, or exploit any content from the Website without our prior written consent
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices

## **7. Third-Party Links and Services**

Our website may contain links to third-party websites, services, or resources that are not owned or controlled by RFG Capital Management. We are not responsible for and do not endorse the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be liable for any damages or losses arising from your use of any third-party websites or services.

## **8. Disclaimers and Limitations of Liability**

### **8.1 Informational Purposes Only**

ALL CONTENT, INFORMATION, AND MATERIALS PROVIDED ON OUR WEBSITE OR THROUGH OUR COMMUNICATIONS ARE FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. NOTHING CONTAINED ON THE WEBSITE OR IN OUR COMMUNICATIONS CONSTITUTES FINANCIAL, INVESTMENT, TAX, LEGAL, OR OTHER PROFESSIONAL ADVICE.

### **8.2 No Professional Relationship**

Use of our Website or receipt of general communications does not create a professional advisory relationship between you and RFG Capital Management. A formal advisory relationship is established only through a written agreement executed by both parties.

### **8.3 Individual Circumstances**

Financial planning, investment, and insurance decisions should be made based on your individual circumstances, objectives, risk tolerance, and after consultation with qualified professionals licensed in the relevant jurisdiction.

### **8.4 No Guarantee of Results**

We make no representations or warranties regarding the accuracy, completeness, reliability, or timeliness of any information provided through the Website or our services. Past performance is not indicative of future results.

### **8.5 Website Availability**

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

We do not warrant that:

- The Website will function uninterrupted, securely, or be available at any particular time or location
- Any errors or defects will be corrected
- The Website is free of viruses or other harmful components
- The results of using the Website will meet your requirements

### **8.6 Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RFG CAPITAL MANAGEMENT, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO:

- Your access to or use of (or inability to access or use) the Website or services
- Any conduct or content of any third party on the Website

- Unauthorized access, use, or alteration of your transmissions or content
- Technical errors, interruptions, or system failures
- Actions taken based on information provided through the Website or communications

This limitation applies whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy fails of its essential purpose.

## **8.7 Maximum Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE WEBSITE SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO US, IF ANY, IN THE SIX MONTHS PRECEDING THE CLAIM.

## **9. Indemnification**

You agree to defend, indemnify, and hold harmless RFG Capital Management and its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms
- Your use of the Website or services
- Your violation of any rights of a third party
- Your violation of any applicable laws or regulations

## **10. Governing Law and Dispute Resolution**

### **10.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions.

### **10.2 Jurisdiction and Venue**

You agree that any legal action or proceeding arising out of or relating to these Terms or your use of the Website shall be brought exclusively in the federal or state courts located in Maricopa County, Arizona. You consent to the personal jurisdiction of such courts and waive any objection to venue in such courts.

### **10.3 Dispute Resolution**

Prior to filing any claim, you agree to first contact us at [info@rfgcapital.com](mailto:info@rfgcapital.com) to attempt to resolve any dispute informally.

### **10.4 Class Action Waiver**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

## **11. Modifications to Terms**

We reserve the right to modify these Terms at any time in our sole discretion. Any changes will be effective immediately upon posting the updated Terms on the Website with a revised "Last Updated" date. Your continued use of the Website or services after any such changes constitutes your acceptance of the new Terms.

We encourage you to review these Terms periodically. If you do not agree to any modification of these Terms, you must discontinue use of the Website and services immediately.

## **12. Severability**

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **13. Waiver**

No waiver by RFG Capital Management of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

## **14. Entire Agreement**

These Terms, together with our Privacy Policy and any other legal notices or agreements published by us on the Website, constitute the entire agreement between you and RFG Capital Management regarding your use of the Website and services, superseding any prior agreements between you and RFG Capital Management relating to such use.

## **15. Contact Information**

If you have any questions, concerns, or comments regarding these Terms and Conditions, please contact us:

**RFG Capital Management, LLC**

1425 S Higley Rd, Suite 107

Gilbert, AZ 85296

**Email:** [info@rfgcapital.com](mailto:info@rfgcapital.com)

**Phone:** 480-988-6601

**Website:** <https://www.rfgcapital.com>

---

**Important Links**

- **Privacy Policy:** <https://www.rfgcapital.com/privacy-policy>
- **Terms and Conditions:** <https://www.rfgcapital.com/terms>

---

**Implementation Notes**

**Website Placement:**

- Include a link to these Terms in the footer of every page
- Display prominently on registration, contact, and service enrollment pages
- Reference in all SMS opt-in forms and communications
- Require acceptance checkbox for new client agreements

**Legal Review:**

- Have these Terms reviewed by legal counsel licensed in Arizona
- Update annually or as business practices change
- Maintain archived versions with effective dates for compliance records