



Mobile Banking Service Agreement and Disclosure

Introduction

The use of Prince George's Community Federal Credit Union Mobile Banking Services constitutes acceptance of this agreement and disclosure.

We may offer additional Mobile Banking services and features in the future. Any added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added or at the time of enrollment for the feature or service if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking service we offer without notice, except as may be required by Law.

Definitions

As used in this Agreement and Mobile Banking services, the following words will have the definitions given below:

"Account(s)" means your eligible Prince George's Community Federal Credit Union checking, savings, loan, share certificates and other Prince George's Community Federal Credit Union products that can be accessed through the Mobile Banking Service.

"Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting Mobile Banking. A "Device" is also a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that we select or approve. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)" mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking Service.

"We", "Us", and "Credit Union" means Prince George's Community Federal Credit Union.

Mobile Banking Service

Mobile Banking is offered as a convenience and supplemental service to our Online Branch services. It is not intended to replace access to Online Branch from your personal computer or

other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Prince George's Community Federal Credit Union account information, use bill pay, transfer funds between your accounts, deposit items remotely and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled in Online Branch.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking Service at any time. Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. Prince George's Community Federal Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as (but not limited to) data outages or "out of range" issues.

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Mobile Banking.

We may modify the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you will be notified prior to implementation of modifications. You are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other credit union product accessed through this Mobile Banking service is also subject to the Account Agreements and Disclosures provided at time of account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Mobile Banking Service to transfer funds between your eligible Prince George's Community FCU accounts. You may not transfer to or from an account at another financial institution using our Mobile Banking Service.

Federal regulation (Reg. D) requires financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

Mobile Deposit Capture

Deposits to your Prince George's Community Federal Credit Union account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

Eligible Items for Deposit through Mobile Deposit Capture

You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Prince George's Community FCU shall be deemed an "item". You agree that you will not use the Service to deposit any checks or other items as shown below:

- Checks or items initially payable to any person or entity other than you.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to date of deposit.
- Checks or items prohibited by Prince George's Community FCU current procedures relating to the Service or which are otherwise not acceptable under the terms of your Prince George's

Community FCU account.

- Travelers Checks
- Money Orders
- US Savings Bonds

Availability of Funds Deposited Through Mobile Deposit Capture

Deposits made through Mobile Banking using the Mobile Deposit Capture method will follow the availability requirements outlined in Regulation CC. Regular hold times are as follows:

- All checks deposited on one business day will be combined for an aggregate amount
- The first \$200 will be made available the 1st business day after the day of deposit
- Any remaining amount will be available on the 2nd business day after the day of deposit
- All credit is provisional until credit has been received by the paying financial Institution
- Deposit cut off time for Mobile Deposit Capture is 3:00 PM ET, each business day. Any deposit made after the cut off time will be accepted the following business day.

We reserve the right to extend any hold placed in an emergency situation where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. The Credit Union makes FAQs available on our website to address many commonly asked questions regarding the Service. The FAQs may be updated from time to time to address changes or enhancements in the Service.

Endorsement, Retention and Disposal of Transmitted Items

- You agree to properly endorse the check on the back as it appears on the Payable to line and the words FOR MOBILE DEPOSIT ONLY are required.
- You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you safely destroy the original check.

- You agree to never re-present a check for deposit.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- You promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

Fees Charged for Mobile Banking

Currently, Prince George's Community FCU does not charge fees for subscribing to or using Mobile Banking. However, we may assess fees (a) as described in the applicable product or Account Disclosure

Statement or fee schedule (including applicable transfer fees), or (b) for products and services purchased online.

We reserve the right to institute or change fees for Mobile Banking by sending you prior notice.

Responsibilities

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking. You understand that you are solely responsible to verify that items deposited using the Mobile Deposit Capture have been received by us. You will be responsible for the payment of all telecommunications expenses associated with the Service. Prince George's Community shall not be responsible for providing or servicing any equipment for you. The Credit Union makes FAQs available on our website to address many commonly asked questions regarding the Service. The FAQs may be updated from time to time to address changes or enhancements in the Service.

Unavailability of Services

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our branches or through ATM that accepts your deposit, or by mail.

Security

You agree to take every precaution to ensure the safety, security and integrity of your account

and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representations that Mobile Banking will be available for use in locations outside of the United States.

Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless

Prince George's Community FCU its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

Lost or Stolen Mobile Device or Password; Unauthorized Transfers

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us immediately at (301) 627-2666. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.

Ownership & License

You agree that Prince George's Community FCU retains all ownership and proprietary rights in the Service, associated content, technology, and website. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Prince George's Community FCU business interest, or (iii) to Prince George's Community FCU actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the

content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

Disclaimer Of Warranties

You agree your use of the service and all information and content (including that of third parties) is at your risk and is provided on an “as is” and “as available” basis. We disclaim all warranties of any kind as to the use of the service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the service (i) will meet your requirements; (ii) will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the service will be accurate or reliable; and (iv) any errors in the service or technology will be corrected.

Limitation of liability

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form or action or claim (whether contract, tort, strict liability or otherwise), even if Prince George’s Community FCU has been informed of the possibility thereof.

Force Majeure

Prince George’s Community FCU shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond Prince George’s Community FCU reasonable control.

User Warranties and Indemnification

You represent and warrant to Prince George’s Community FCU that:

- That you will comply with all federal and state laws, and rules and regulations applicable to online transactions, including those related to use for a criminal purpose and the National Automated Clearing House Association and regional clearing houses, the Board of Governors of the Federal Reserve System, Electronic Check Clearing House Organization (ECCHO) or any other organization to which the Credit Union belongs;
- That you are authorized to use Prince George’s Community FCU Mobile Deposit Service and perform your obligations under this Agreement;
- That the items and checks presented do not contain any computer viruses or other harmful, intrusive or invasive codes;

- That all checks imaged are made payable to you;
- That all signatures on each check are authentic and authorized;
- That each check has not been altered;
- You will only transmit eligible items;
- Images will meet the image quality standards;
- You will not transmit duplicate items;
- You will not deposit or represent the original item;
- All information you provide to Prince George's Community FCU accurate and true.
- That you will assist the Credit Union and its processor in providing the Mobile Deposit Services and resolving any errors, disputes or other issues related to Prince George's Community FCU Mobile Deposit Capture.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

- Other Terms Enforcement. You may not assign this Agreement. You agree to be liable to the Credit Union for any liability, loss or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Maryland as applied to contracts entered into solely between residents of, and to be performed entirely in, such State. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Maryland law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision

enforceable and such modification shall not affect any other provision of this Agreement.

- Member Business/Organizational Account(s).

Member Business/Organization(s) shall maintain with the Credit Union one or more transactional account(s) to which deposits may be made pursuant to this Agreement.

The Member Business/Organization agrees that, pursuant to this Agreement, certain persons, who might or might not otherwise be authorized under Member Business/Organizational Account Agreement as Designated Account(s) Signatories, may be authorized by this Agreement to perform certain transactions or provide certain information or instructions pursuant to this Agreement. The Member Business/Organization agrees that any provisions contained in Member Business/Organizational Account Agreements applicable to Designated Account(s) concerning (i) the number of signatures that are required to authorize or perform certain transactions or provide information or instructions to the Credit Union or (ii) the specific persons who are identified as authorized to authorize or perform certain transactions or provide information or instructions to the Credit Union shall not apply to transactions performed pursuant to this Agreement.

Member Business/Organization agrees that the Credit Union may debit any account (either now or in the future existing) maintained by the Member Business/Organization with Prince George's Community FCU in order to obtain payment of Member Business/Organization(s) obligations under this Agreement, if necessary. Member Business/Organization expressly authorizes Prince George Community FCU to debit any account maintained by Member Business/Organization with Prince George's Community FCU or any affiliate of Prince George's Community FCU and/or set off any of Member Business/Organization(s) obligations to the Credit Union under this Agreement against any amount it owes to Member Business/Organization, in order to obtain payment of its obligations under this Agreement. Prince George's Community FCU may, at its discretion, require Member Business/Organization to provide quarterly financial reports and other reasonable information to establish the creditworthiness of Member Business/Organization. Where Prince George's Community FCU reasonably believes that Member Business/Organization(s) financial condition is impaired or deteriorating, The Credit Union may refuse to process any Electronic Items.

Member Business/Organization agrees to submit to reasonable background checks and provide any other information to Prince George's Community FCU that is necessary for the Credit Union to comply with applicable laws and regulations and the Credit Union's internal policies and procedures. Prince George's Community FCU may, in its reasonable discretion, upon providing reasonable advance notice to Member Business/Organization, conduct an off-site or on-site

review of Member Business/Organization(s) operations to ensure compliance with the provisions of this Agreement. Such review may include but is not limited to a review of the physical area in which Member Business/Organization creates Electronic Items, security procedures, storage and destruction of original checks and Member Business/Organization(s) business activities. Without limiting the foregoing, Member Business/Organization agrees to provide the Credit Union with all information that the Bank Secrecy Act and any other applicable law or regulation that Prince George's Community FCU, in its sole discretion, believes it should obtain. If Member Business/Organization fails to provide Prince George's Community FCU with all the information required by law and the provisions of this paragraph, Member Business/Organization agrees that the Credit Union is not obligated to provide the Service and shall not incur any liability for such action or omission. Member Business/Organization shall cooperate fully in providing any information or fulfilling any requests of Prince George's Community FCU pursuant to this Agreement.

In Case of Errors or Questions about Your Account

Please refer to the Deposit Agreement given at account opening for a description of the error resolution process as well as how transfer and deposits are processed on your account. If you need a copy of the agreement or have additional questions regarding Mobile Banking Services, please contact Member Service by using one of the following methods:

- Telephone the Credit Union at: o (301) 627-2666
- E-mail us at: <https://www.princegeorgescfcu.org/forms/email.aspx>
- Write to the Credit Union at: Prince George's Community FCU, 15201 Hall Road Bowie, MD, 20721

Provider End User Agreement

The primary licensor for [FINANCIAL INSTITUTION NAME]'s mobile banking services is Tactical 8 Technologies, LLC dba T8 Webware ("Provider"). The Provider has provided us the right to enter into the following end user agreement (the "End User Agreement") with you for the use of the Product (defined below). By enrolling in our mobile banking service, and during such time as we maintain our rights to license the Product, you hereby agree as follows:

- (i) General. Access to [FINANCIAL INSTITUTION NAME]'s mobile banking services via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the "Product" (defined below), and the Provider is not responsible for any of the materials, information, products or services made available to you through the Product.
- (ii) Ownership. You acknowledge and agree that Provider is the owner of all rights, title and

interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Product"). You further acknowledge that the design and look of the Product, which includes images, graphics, text, logos and icons, photographs, editorial content, notices, software and other materials are owned by Provider and protected under the United States and other applicable copyright, trademark and other laws. You may not use the Product unless you have first accepted the terms of this End User Agreement.

(iii) License. Subject to the terms and conditions of this End User Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Product (in machine readable object code form only) in accordance with the terms of this End User Agreement and for the sole purpose of enabling you to use and enjoy the benefits of [FINANCIAL INSTITUTION NAME]'s services made available via the Product. This is not a sale of the Product. All rights not expressly granted to you by this End User Agreement are hereby reserved by Provider. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Product. This license may be terminated at any time, for any reason or no reason, by you or the Provider. Upon termination, you agree to immediately destroy all copies of any Product which has been downloaded to your mobile device or otherwise in your possession or control.

(iv) Restrictions. You shall not: (i) modify, revise or create any derivative works of the Product; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Product; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Product, including, but not limited to, any trademark, logo or copyright. Updates. The terms of this End User Agreement will govern any updates that replace and/or supplement the original Product, unless such update is accompanied by a separate license in which case the terms of that license will govern.

(v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Product. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vi) Source of Information. The Product, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account

Information for accuracy or any other purpose, but simply gathers, organizes and reports your Account Information to you. There may be technical difficulties which result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information reported by the Product is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more up to date when obtained directly from the third-party sites.

(vii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information (“Registration Information”) so that the Product is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(viii) Mobile Alerts. The Product may provide automatic, Product-related alerts to your mobile device. Account alerts may be turned on or off as part of the Product. They may then be customized, deactivated or reactivated by you. Provider may add new alerts periodically, or cease to provide certain alerts at any time in its sole discretion. Electronic alerts will be sent to the Product through its operating specific notification system or for the html client the phone number or email address you have provided as your primary email address for the Product. If your email address or your mobile device’s email address changes, you are responsible for informing us of that change through the Product settings interface. Alerts may include sensitive information such as low balance warnings or large deposits but will never include account numbers or balance information. You must re-enter the Product to see such details.

(ix) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other information to Provider through the Product, you are licensing that content to Provider solely for the purpose of providing the Product to you and for such other purposes as are set forth in the Privacy Policy under section xi below (the “Privacy Policy”). Provider may use and store the content in accordance with the Privacy Policy. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Product, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the “AddAccounts” feature of the Product, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you to the Product (such as account passwords and user names) to accomplish the foregoing and to configure the Product so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Product, you grant Provider a limited

power of attorney, and appoint Provider as your attorney-in-fact and agent, to access the third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting as your agent, and not as the agent of or on behalf of the third party. You understand and agree that the Product is not sponsored or endorsed by any third parties accessible through the Product.

(x) Mobile Application Privacy Policy. Provider may access personal information while you use its mobile application. Provider may ask for a mobile phone number or email address. Provider will use this contact information to alert you about app-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your mobile device, Provider will use that information to add an image to a transaction. If you grant permission to use the camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited with the mobile application. Provider may collect and store the following information: application version, device system name, device system version and device model for the purpose of internal reporting, troubleshooting and tracking application usage per individual applications and version. In addition to this Mobile Application Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this mobile banking service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(xi) The Product is not a Professional Advisor. NEITHER PROVIDER NOR THE PRODUCT IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. PROVIDER AND THE PRODUCT ARE NOT FINANCIAL PLANNERS, BROKERS OR TAX ADVISORS. The Product is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Product may not be appropriate for your situation. Accordingly, prior to making any financial decisions or implementing a financial strategy, you should consider obtaining additional information and advice from professionals, such as accountants, attorneys, financial advisors or other professionals who are fully aware of your individual circumstances.

(xii) Alert Disclaimer. You understand and agree that any alerts provided to you through the Product may be delayed or prevented for a variety of reasons. Provider attempts to provide alerts in a timely manner with accurate information, however, Provider neither guarantees the

delivery nor the accuracy of the content of any alert. You also agree that Provider shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

(xiii) Your Indemnification of Provider. You agree to defend, indemnify and hold harmless Provider and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

(xiv) Export Restrictions. You may not use or otherwise export or re-export the Product except as authorized by United States law and the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, the Product may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Product, you represent and warrant that you are not located in any country or on any such list. You also agree that you will not use the Product for any purposes prohibited by United States law.

(xv) U.S. Government Restricted Rights. The Product is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (computer software) or DFARS 227.7202 (commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Product by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this End User Agreement.

(xvi) Disclaimer of Warranty. The product is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the product will be free from defects or viruses or that operation of the product will be uninterrupted. Your use of the product and any material or services obtained or accessed via the product is at your own discretion and risk, and you are solely responsible for any damage resulting from their use. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you.

(xvii) Limitation of Liability. To the maximum extent permitted by applicable law, in no event will provider or its affiliates or licensors be liable for any damages arising out of the use or inability to use the product, including but not limited to any direct, indirect, general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. In any case, provider's liability arising out of the use or inability to use the product shall not

exceed in the aggregate the sum of \$250. Some jurisdictions do not allow the limitation or exclusion of liability for certain types of damages, so some of the above limitations may not apply to you.

(xviii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.