

## Welcome to MoneyDesktop

*Before you get started, please read the following terms and conditions carefully. By proceeding forward and signing this document by clicking the “I Agree” button at the bottom of this page, you are requesting access to the MoneyDesktop Digital Money Management tool (“MoneyDesktop”) made available to you by a third party provider, MoneyDesktop, Inc. and the Personal Financial Dashboard Services (“Services”) Citizens Equity First Credit Union (“CEFCU”) (“MoneyDesktop, Inc.” and “CEFCU” are hereinafter collectively referred to as “we”, “us”, or “our”) may provide you (“you”, “your”, or “user(s)”) and are agreeing to the following terms and conditions (“MoneyDesktop” and “Services” are hereinafter collectively referred to as the “Services”).*

The following terms and conditions govern your use of the Services and the MoneyDesktop.com website (the “Site”) and supplements the CEFCU On-Line and Mobile Banking Agreement and Disclosures. These terms and conditions are in addition to the terms and conditions of your CEFCU Deposit Account Agreement or Business Services Deposit Account Agreement (the “Deposit Account Agreement”), Truth-in-Savings Rate Schedule or Business Savings & Checking Accounts Rate Schedule (the “Rate Schedule”) and the Fee Schedule or Business Fee Schedule (the “Fee Schedule”) in effect from time to time governing your deposit accounts with CEFCU which are incorporated by reference and made a part of these terms and conditions. In the event of a conflict or inconsistency between the terms of the Deposit Account Agreement, the Rate Schedule and/or the Fee Schedule with respect to the use of the Services, these terms and conditions shall control to the extent of the conflict or inconsistency.

By using the Site and/or Services, you agree to be bound by MoneyDesktop, Inc.’s Privacy Policy, available at <https://www.mx.com/privacy-policy> and CEFCU’s Privacy Policy, available at <https://www.cefcu.com/privacy-policy> which are hereby incorporated by reference into these terms and conditions (collectively, the “Terms”).

**What is MoneyDesktop?** MoneyDesktop is a Digital Money Management tool that helps you budget and manage your finances. It allows you to import all of your accounts, across multiple institutions, so you can see your balances and transactions all in one place. It is available for free through CEFCU On-Line.

### How do I get started with MoneyDesktop?

- Set up your account — Log in to CEFCU On-Line, select “Services”, then select “MoneyDesktop”. Your CEFCU accounts will automatically begin syncing to MoneyDesktop.
- Add all accounts — Add additional accounts with other financial institutions to see your full financial picture. Add manual accounts for property, like homes or vehicles. You can also create manual accounts for accounts that are not supported or are broken. See the Money Desktop FAQ How do I fix an account that is ‘broken?’ at the MoneyDesktop.com website.
- Categorize transactions — After all of your accounts have been added, open the Transactions View and review your transactions for accuracy. Transactions are automatically categorized for you, but they are not always accurate and may need to be re-categorized. Your changes will be applied to future transactions. You may want to enter additional details about your transactions; see the Money Desktop FAQ “How do I manage my transactions?” at the MoneyDesktop.com website.

- Create budgets — With your transactions correctly categorized, you can easily create budgets based on your actual spending history. Open Budgets and follow the instructions to generate a budget. You can also create a budget manually. See the Money Desktop FAQ “How do I create a budget?” at the MoneyDesktop.com website.

**Services:** The Services are a free personal financial management service that allows registered users to organize, consolidate, manage and track their financial information. From time to time we may modify the Services and add, change, or delete features of the Services, in our sole discretion, without notice to you.

You agree to provide accurate, current and complete information about yourself while registering for the Services and to maintain and update this information to keep it accurate, current and complete. You agree to not misrepresent your identity or your registration and account information. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the Services or result in errors in information generated.

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, “Account Information”), (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Services (collectively, “Account Data”), (c) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information (“Communications”), and (d) without limiting the foregoing, any and all activities that occur under your account. We shall assume that any Communications received through use of the Account Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Information. We reserve the right to deny you access to the Services (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Account Information has occurred. You must inform us of, and hereby grant to us and our affiliates, third-party providers, partners, licensors, employees, distributors and agents permission to use the Account Information to enable us to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use, modify, display, distribute and create new materials using the Account Information, Account Data and/or your Communications to provide the Services to you. By submitting Account Information, Account Data and Communications, you agree that we may use your Account Information, Account Data and Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

We retain all right, title and interest to all transactional data and End-User information which has been stripped of all personally identifiable information (“Aggregated Data”) related to your use of the Services, which we may aggregate, collect and otherwise use for our business purposes (including, without limitation, for software optimization, database integrity, benchmarking and product marketing purposes) but only to the extent that such use does not reveal your identity. Aggregated Data comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used or licensed by us for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking helping to improve products and services and to assist in troubleshooting and technical support.

**Provider Services:** In connection with your use of the Services and as part of the functionality of the Services as may be applicable, you may have access to certain online services or information that may be made available by CEFCU or a third party provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from third party provider(s). The Services may be designed to allow access to Provider Services (if and to the extent provided by users' provider(s)) to set up banking and other information, schedule the Services to access user account(s), download transactions into the Services and otherwise aggregate information from user account(s) with third party provider(s). MoneyDesktop has no control over the provision of Provider Services or provision of access to the Provider Services by users' provider(s). MoneyDesktop does not guarantee the Provider Services. You agree that you may be able to use the Services in conjunction with the Provider Services, and that MoneyDesktop disclaims any and all liability whatsoever for any actions or inactions on the part of your provider(s) resulting in any inability to use the Services to access accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

You acknowledge and agree when you access data and information through the Services, third party provider account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your user account(s) with such provider(s) such as bank and other account balances, credit card charges, debits and deposits as may be applicable (collectively, "Provider Account Data"), may be collected and stored in the Services. You expressly authorize us and our third party providers, in conjunction with the operation and hosting of the Services, to use certain Provider Account Data to (i) collect Provider Account Data, (ii) reformat and manipulate such Provider Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using Provider Account Data, (v) update and maintain account information, (vi) address errors or service interruptions, (vii) enhance the type of data and services we can provide in the future, and (viii) take such other actions as are reasonably necessary to perform the actions described in (i) through (vii) above. In accessing and using the Services you represent that you are the legal owner of the Provider Account Data and that you have the authority to appoint, and do expressly appoint, us or our third party providers as your agent with limited power of attorney to access and retrieve Provider Account Data on your behalf. You further acknowledge that we do not (nor do our third party providers), review Provider Account Data and you agree that we are not responsible for its completeness or accuracy. Any transactions or informational activities performed at any provider's website are not made through the Services and we assume no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with provider(s). YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR THIRD PARTY PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM YOUR PROVIDERS, WE AND OUR THIRD PARTY PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF PROVIDERS.

You further acknowledge and agree that (i) some providers may not allow the Services to access the Provider Services, (ii) providers may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of information from such websites, and (iii) the Services may "refresh" the Provider Account Data by collecting the Provider Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented to user in the Services. In the event that you see a discrepancy in the Provider Account Data, and in any case before making any transactions or decisions based on such account information presented in the Services, you agree to check the last refresh date for the account and confirm with that applicable provider that the Provider Account Data is correct or otherwise confirm that Provider Account Data is up to date and accurate.

**Limitations:** Your right to use the Services is personal to you and is not transferable by you to any other person or entity. You may not, without our express prior written consent: (a) copy, reproduce, distribute or create derivative works of any portion of the Services; (b) reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the Services or any third-party applications incorporated into the Services, including Java applets associated with the Services; (c) sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the Services; (d) distribute or provide copies of any portion of the Services to third parties; (e) resell the use of the Services; (f) use the Services to provide services to any third parties, including business process outsourcing, service bureau applications or training of third parties; or (g) use the Services as a platform for designing and creating a competing product or service, including one for only your internal use. In the event that we have reason to believe you, or any third parties on your behalf, have developed, or are in the process of developing, a software system similar to the Services or are otherwise in violation of these Terms, you agree to promptly provide us information to assist us with any applicable investigation, including allowing us to audit your use of the Services. In the event we determine you have developed a software system similar to the Services, you hereby grant us authority to secure injunctive relief from your continued development and/or sale of such competing product or services. All rights not expressly granted to you in these Terms are reserved to us.

You are solely responsible for your Account Data, including the accuracy, quality and reliability of all such content. You represent and warrant that: (i) none of your Account Data violates any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (collectively, "Intellectual Property Rights"), and (ii) you have obtained all consents and waivers required under all applicable local, state, national and international laws, rules, statutes, treaties and regulations (including those governing account collection, export control, consumer protection, data privacy, unfair competition, antidiscrimination and false advertising) (collectively, "Laws") for the provision, manipulation, retention, use and sharing of personal data of individuals (including you) with respect to whom information is supplied by you as part of your use of the Services, and that you will retain all such consents and waivers and/or provide them to us at any time upon request. Notwithstanding the foregoing, we reserve the right to take any action with respect to the Services that we deem necessary or appropriate in our sole discretion if we believe you or your use of the Services may create liability for us. Your use of the Services is subject to all applicable Laws. In connection with your use of the Services, you agree to: (A) comply with all applicable Laws; (B) maintain the security of access to the Services; (C) not use the Services for illegal purposes; (D) not interfere or disrupt networks connected to the Services; (E) not attempt to gain unauthorized access to other computer systems; (F) not interfere with another user's use and enjoyment of the Services, including disrupting the normal flow of dialogue; (G) not use the Services to infringe any third party's Intellectual Property Rights; (H) not transmit through the Services, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and (I) not bypass or disable any security mechanisms in the Services.

**Posting Information:** We allow, or may allow in the future, users to post content at the help desk and/or various publicly available locations. These forums may be hosted by us or by a third party. Wherever you can post information you agree:

- A. You are responsible for all content you submit on the Services.
- B. By submitting content to the Services, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and

transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services.

- C. You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party.
- D. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate.
- E. You may not copy or use personal identifying information or business contact information about others without their permission.
- F. You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

**Disclaimer:** The Services provided by us are not intended to provide legal, tax or financial advice. The Services are not a financial planner, broker or tax advisor. The Services are intended to assist you in your financial organization and decision-making and are broad in scope. You should consult with your accountant or other financial professional who is fully aware of your circumstances in addition to using the Services.

**User Risks:** We act solely as an operator of the Services for your convenience and use of the Services, and any reliance by you upon any content or information available to you through the Services (the "Materials"), including any action taken by you because of such use or reliance, is at your sole risk. Neither we nor any of our affiliates, third-party providers, partners, licensors, employees, distributors or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:

- A. Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Services;
- B. The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Services or any Materials;
- C. Any inaccuracy, omission, error or delay in the Services or any Materials;
- D. Non-performance of or interruption to the Services or any Materials due to, without limitation: (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party, or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems, including any defects or failures with respect to your software, computer systems or Internet access provider;
- E. The quality of the Services or any Materials (including the results to be obtained from use of them); or

- F. Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Services or the Materials.

**Modifications:** We may modify these Terms, at any time and without notice to you, by delivering such amended terms to the email address you provide to us at the time of registration or that you subsequently updated, or by posting updated Terms on the Site. You manifest your acceptance of such amended terms if you continue to use or access the Services after such amended terms have been delivered to you by email or posted. If you do not agree with such amended terms, your only remedy is to discontinue your use of and access to the Services pursuant to these Terms. Otherwise, these Terms may not be amended except in writing signed by us and you.

We reserve the right to delete, modify, suspend or discontinue, temporarily or permanently, the Site or any part thereof, including any postings at any time with or without notice.

We reserve the right to modify or discontinue, temporarily or permanently, the Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Services, temporarily or permanently, including (i) any features, licensing terms, or other characteristics of any version of the Services that it releases, (ii) the amount of storage space you have on the Services at any time, and (iii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any Laws. You may reject changes by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement with such changes. User access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance or repair of the Site and/or the Services or other actions that we, in our sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays or errors in the Services. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

CEFCU reserves the right to waive or modify any of these Terms or Postings as they apply to a specific member without affecting the application of these Terms or Postings to other members. Your continued use of the Site or Services after notice of a modification constitutes your acceptance of the modification. "Postings" means, but is not limited to, any text, links, images, content, communications, opinions, software, data, and any other content any person provides on the Site or during an Event that may later be posted by MX Money Desktop on the site, including, but not limited to message boards, chats (discussion forums) blogs, audio and/or podcasts, live or recorded video and audio transmissions, video blogs, news groups, personal web pages, wiki pages and/or other message or communication facilities designed to enable you to communicate with others.

**Cancellation:** You may cancel your MoneyDesktop registration at any time by sending a request for cancellation to MoneyDesktop support at [support@moneydesktop.com](mailto:support@moneydesktop.com). Upon confirmation of your request, your MoneyDesktop account will be cancelled and no longer be accessible from our primary production servers, and your access to the Services will be terminated. Some of your information may remain stored within the Services after account deletion for recordkeeping purposes.

We may at any time terminate your access to the Services for any reason, including:

- A. You have breached any provision of these Terms;

- B. We are required to do so by Law (for example, where the provision of the Services to you is, or becomes, unlawful);
- C. A partner with whom we offered the Services to you has terminated its relationship with us or ceased to offer the Services to you;
- D. We are transitioning to no longer provide the Services to users in the country in which you are resident or from which you use the Services; or
- E. The provision of the Services brought to you by us is, in our sole opinion, no longer commercially viable.

**Export Restrictions:** The Services and underlying information, software and technology are subject to U.S. export controls. None of the Services or underlying information, software or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country subject to U.S. sanctions applicable to the export or re-export of goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or Nonproliferation Sanctions List. By using the Services, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.

**Feedback:** You have no obligation to give MoneyDesktop, Inc. any suggestions, enhancement requests, recommendations, comments or other feedback ("Feedback") relating to the Services. To the extent we receive any Feedback from you, we may use and include any Feedback that you choose to voluntarily provide to improve the Services or any other related technologies. Accordingly, if you provide Feedback, you agree that such Feedback will become our proprietary information and we and our affiliates, third-party providers, partners, employees, distributors, agents and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Services or other related technologies.

**Communication:** We will communicate with you by email, text or by posting notices on the Site or through the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent via text, email or notification through the Services (in the case of email and text, to the email address or phone number you provided when registering for the Services). Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Services.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. While we will use commercially reasonable efforts to provide timely and accurate alerts, we neither guarantee the delivery or accuracy of the content of any alert. You agree that we 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 reliance on an alert. Automatic alerts may be sent to you updating you to certain changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you. If you request customer service or other assistance from us, you acknowledge and

agree that we are authorized to access and view your Account Information to provide such assistance and support.

**Disclaimers of Warranties:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH US ARE BEING PROVIDED “AS IS” AND “AS AVAILABLE”; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, and our affiliates, and our and their respective third-party providers, partners, licensors, employees, distributors and agents DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE SERVICES AND ANY THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR, OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES OR THIRD-PARTY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**Limitations on Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE and our affiliates, and their respective third-party providers, partners, licensors, employees, distributors and agents SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH



DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY YOU AND US AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**Indemnification:** You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate us, our affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Services or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of Law by you; (c) a breach of these Terms by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against us arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any Services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.

**No Waiver:** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver of any rights or remedies on future occasions.

**Exclusive Agreement:** You agree that these Terms are the complete and exclusive agreement between you and us. These Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of these Terms. These Terms, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and us.

**Miscellaneous:** You agree and acknowledge that if you breach these Terms, we may have no adequate remedy at law and will suffer irreparable harm as a result of such a breach and will therefore be entitled to injunctive relief without the obligation of posting a bond. The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by Law. All covenants, agreements, representations and disclaimers as to warranties and limitations on liability made in these Terms shall survive your acceptance of these Terms and the termination of these Terms.

**Contact Information:**

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Please print, download or take a screen shot of this page for your records before you click "I Agree" below. By clicking "I Agree", you acknowledge that you have read and agree to the foregoing and are requesting the Services.