

END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING ANY FivePoint Credit Union Credit Union ("the Credit Union") PRODUCT FOR APPLE-BRANDED PRODUCTS RUNNING THE IOS OPERATING SYSTEM ("IOS PRODUCTS") OR ANDROID BASED PRODUCTS ("ANDROID PRODUCTS") DISPLAYING THIS END USER LICENSE AGREEMENT ("**Credit Union's PRODUCT**"), YOU AGREE TO USE SUCH PRODUCT(S) SOLELY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT" or "LICENSE"), AND YOU AGREE THAT YOU ARE BOUND BY AND ARE A PARTY TO THIS AGREEMENT. YOU WARRANT THAT YOU ARE AT LEAST EIGHTEEN YEARS OLD AND THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO CONTRACTS. IF YOU ARE UNDER EIGHTEEN, YOU MAY ONLY USE the Credit Union's the Credit Union PRODUCT(S) IF YOUR PARENT OR GUARDIAN HAS PREVIOUSLY AGREED TO THIS END USER LICENSE AGREEMENT.

YOUR USE OF the Credit Union PRODUCT(S) IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANYTHING IN THE Credit Union PRIVACY POLICY, YOU MAY NOT DOWNLOAD, INSTALL, ACCESS OR USE the Credit Union PRODUCT(S). BY INSTALLING AND USING the Credit Union PRODUCT(S) YOU AGREE TO THE FVIE POINT CREDIT UNION YOUTH BANKING PRIVACY POLICY AND TERMS OF USE.

WHERE THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) APPLIES (BECAUSE THE Credit Union PRODUCTS WILL BE USED BY, OR THE Credit Union PRODUCTS WILL OTHERWISE COLLECT AND/OR USE PERSONAL INFORMATION CONCERNING, A CHILD UNDER THE AGE OF THIRTEEN (13)("CHILD")) AND YOU ARE THE PARENT AND OR GUARDIAN OF THE CHILD, YOU ACKNOWLEDGE, REPRESENT, AND WARRANT THAT YOU ARE AWARE OF THE PARENTAL AND CHILD RIGHTS UNDER COPPA , YOU HAVE INFORMED YOURSELF ABOUT the Credit Union's PERSONAL INFORMATION AND DATA PRACTICES, INCLUDING, WITHOUT LIMITATION, BY READING THE APP PRIVACY POLICY AND SPECIFICALLY THE SECTIONS ON CHILDREN'S PRIVACY AND PARENTAL RIGHTS. YOU EXPRESSLY AUTHORIZE THE COLLECTION OF INFORMATION IN ACCORDANCE WITH THE APP PRIVACY POLICY AND ALSO AGREE TO THIS AGREEMENT ON BEHALF OF AND WITH RESPECT TO YOUR CHILD.

The terms of Your agreement with Your mobile carrier apply to Your relationship between You and Your mobile carrier.

This Agreement is made between any individual who downloads, installs, accesses or uses the Credit Union Product(s) as defined below, ("You") and the Credit Union, collectively referred to herein as (the "Parties"). Neither Apple Inc. nor any subsidiary or affiliate of Apple Inc. (collectively and individually referred to herein as "Apple") is a party to this Agreement. Except as specifically provided in Section A below, this Agreement does not confer any enforceable rights or remedies upon any person other than the Parties. The Parties acknowledge that this Agreement is made between themselves only, and not with Apple. As between the Credit Union and Apple, the Credit Union, not Apple, is solely responsible for the Licensed Application as described below, and the content thereof.

the Credit Union Product(s), as defined below, are licensed, not sold, to You for use only under the terms of this Agreement, unless the Credit Union Product(s) is accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to Your prior acceptance of that separate license agreement the Credit Union, and its licensors reserve all rights not expressly granted to You herein. The Credit Union Product that is subject to this Agreement is referred to herein as the "Licensed Application."

- A. **Scope of License.** This License granted to You for the Licensed Application is limited to a non-transferable license to use the Licensed Application on any Apple-branded device, Android device, or other similar devices that You own or control and as permitted by the usage rules of the Apple App Store or Android App Stores Terms and Conditions (the "Usage Rules"), except that for Apple-branded products such Licensed Application may be accessed and used by other accounts associated with You via Family Sharing or volume purchasing. For Apple-branded products the Usage Rules are set forth in the Apple Media Services Terms and Conditions available at <https://www.apple.com/legal/internet-services/itunes/us/terms.html>. This license does not allow You to use the Licensed Application on any Apple-branded product, Android device or other similar device that You do not own or control, and You may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this Agreement and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application). Any attempt to do so is a violation of the intellectual property rights of the Credit Union and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of this Agreement will govern any upgrades provided by the Credit Union that replace and/or supplement the original Licensed Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. In order to use the Licensed Application, You may be required to upgrade to the latest mobile application version. the Credit Union may notify You via email or other mechanisms describing the applicable upgrade. The Parties acknowledge and agree that the Credit Union's licensors and Apple are the intended third party beneficiaries of this Agreement and, upon Your acceptance of the terms and conditions of this Agreement, have the express right to rely upon and directly enforce the terms of this Agreement against You as a third party beneficiary hereof. There are no implied licenses granted by the Credit Union under this Agreement. Except as specified above, You have no rights to the Licensed Application.
- B. **Use Restrictions.** You, directly or indirectly, alone or with any other party, may not:
- i. modify, change, create derivative works of, disassemble, decompile or otherwise reverse engineer the Licensed Application, or remove proprietary legends in the Licensed Application.
 - ii. distribute, transfer, resell, rent, lease, license or loan the Licensed Application to any other party, except as described above.
 - iii. make the Licensed Application available to others in a service bureau arrangement or for any similar commercial time-sharing or third-party training use.
 - iv. transfer the Licensed Application to any third party for outsourcing or any other purpose without the express prior written consent of the Credit Union.
 - v. Remove or modify the source code responsible for displaying the Credit Union branding.
 - vi. Disable, modify or restrict the Credit Union's access to usage statistics.
 - vii. Attempt to derive source code or other trade secrets from the Licensed Application.
 - viii. Use automation software or scripting to repeatedly contact or connect with the Licensed Application.

- C. **Ownership.** You acknowledge and agree that the Licensed Application belongs to the Credit Union or its Licensors. You agree that You neither own nor hereby acquire any claim or right of ownership to the Licensed Application or to any related patents, copyrights, trademarks or other intellectual property. The Credit Union and its Licensors retain all right, title, and interest in and to all copies of the Licensed Application at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. This License is not a sale of the original or any subsequent copy. The Licensed Application is protected by copyright and other intellectual property laws and by international treaties. You may not make any copies of the Licensed Application except for Your own personal use related to your relationship with the Credit Union. Any and all other copies of the Licensed Application made by You are in violation of this License. All content accessed through the Licensed Application is the property of the applicable content owner and may be protected by applicable copyright law. This License gives You no rights to such content. All trademarks used in connection with the Licensed Application are owned by the Credit Union, its affiliates and/or its Licensors and other suppliers, and no right to use any such trademarks is provided to You hereunder. All suggestions or feedback You provide to the Credit Union with respect to the Licensed Application shall be the Credit Union's property and deemed confidential information of the Credit Union. You and the Credit Union acknowledge that, in the event of any third-party claim that the Licensed Application or Your possession and use of the Licensed Application infringes that third party's intellectual property rights, the Credit Union, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property claim.
- D. **Support.** This Agreement does not entitle You to receive from the Credit Union, its Licensors, or Apple any hard-copy documentation, support, telephone assistance, maintenance, or enhancements or updates to the Licensed Application. The Parties acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Licensed Application. the Credit Union may, in its sole discretion, provide to You updates to the Licensed Application.
- E. **Consent to Use of Data; Moderation.** You agree that the Credit Union may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. The Credit Union will own and retain all rights to user-contributed content and data captured through the Licensed Application. the Credit Union may use this information to improve its products, or provide services or technologies to You, or for any other lawful purpose. In addition, the Credit Union' Privacy Policy located at <https://www.theCreditUnioncu.org/getmedia/0341bd50-1ab9-46b2-9b35-eb4bfe213728/Privacy-Notice-Final-Feb-2017-v-2.pdf.aspx> shall govern the collection, use, transfer and disclosure of personal information and is incorporated herein by this reference.

Ratings and reviews, both positive and negative, will be displayed without censor. However, you agree to acceptable usage guidelines as outlined herein. The Credit Union retains the right to moderate reviews that violate acceptable usage guidelines. Moderated reviews are not deleted from the Credit Union's database, but they are hidden from display to all web site visitors except the review author. Authors will be notified that their review has been moderated by a message adjacent to their review.

- F. **Savings Goals.** By accepting this End User License Agreement (EULA), and the Truth in Savings disclosure, you, as the parent or legal guardian, acknowledge and agree that in utilizing the savings goal feature within our youth banking application, an associated savings account will be opened for your child. This account creation occurs each time either you, or your child, establish a savings goal, which means your child could have multiple accounts open at the same time. It is important to note that these savings accounts are specifically designated for use within the youth banking

application and are integral to the functionality of the savings goal feature. Your acceptance of this agreement signifies your understanding and consent to these terms regarding the management and deletion of savings accounts within our application.

- G. **Termination.** The License is effective until terminated by You or the Credit Union. The License may be terminated upon notice by either party. Your rights under this License will terminate automatically without notice from the Credit Union if You fail to comply with any term(s) of this License. Upon termination of the License, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.
- H. **Services; Third-Party Materials.** The Licensed Application may enable access to the Credit Union' services, third-party services, and web sites (collectively and individually, "Services"). Use of the Services may require internet access and that You accept additional terms and conditions.

Certain Services may display, include, or make available, content, data, information, applications, or materials from third parties ("Third-Party Materials") or provide links to certain third-party web sites. By using the Services, You acknowledge and agree that the Credit Union is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. The Credit Union does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third-Party Materials or web sites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other web sites are provided solely as a convenience to You. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither the Credit Union, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by any Services.

You agree that any Services which contain proprietary content, information and material is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You may not modify, rent, lease, loan, license, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the Credit Union is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on, or linked to from, the iPhone, iPod touch, iPad, Android devices or other device, are not available in all languages or in all countries. The Credit Union makes no representation that such services and materials are appropriate or available for use in any particular location. To the extent You choose to access Third-Party Services or Third-Party Materials, you do so at Your own initiative and risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. the Credit Union, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will the Credit Union be liable for the change, suspension, removal or disabling of access to any such Services. the Credit Union may also impose limits on the use of, or access to, certain Services, in any case and without notice or liability. You shall also comply with any applicable third-party terms of agreement in connection with the Services and Third-Party Materials when using the Licensed Application.

- I. **Product Claims.** The Parties acknowledge that the Credit Union, not Apple, is responsible for addressing any claims made by You or third parties relating to the Licensed Application or Your possession and/or use of the Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, including in connection with the Licensed Application's use of the HealthKit and HomeKit frameworks, if applicable.
- J. **Restrictions.** To prevent abuse of the Licensed Application, all postings by You must: (a) never harass, threaten or cause distress, unwanted attention or discomfort to a person or entity; (b) not contain or transmit sexually explicit images or other content that is offensive; (c) not contain or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful content or content which is racially, ethnically or otherwise objectionable, or which infringes upon the rights of any third party; (d) not impersonate any person, including but not limited to, an information provider, or communicate under a false name or a name not entitled or authorized to use; and (e) not violate (intentionally or unintentionally) any applicable local, state, national or international law, including but not limited to any regulations.
- K. **NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND the Credit Union HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. the Credit Union DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY the Credit Union OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. AS BETWEEN the Credit Union AND APPLE, the Credit Union SHALL BE SOLELY RESPONSIBLE FOR ANY PRODUCT WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, TO THE EXTENT NOT EFFECTIVELY DISCLAIMED. IN THE EVENT OF ANY FAILURE OF THE LICENSED APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE FOR THE LICENSED APPLICATION TO YOU; AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE LICENSED APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE the Credit Union' SOLE RESPONSIBILITY.

- L. **LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL the Credit Union BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF the Credit Union HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL the Credit Union' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- M. **ASSUMPTION OF RISK.** YOU HEREBY ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE LICENSED APPLICATION AND SERVICES, INCLUDING ALL RISKS OF PERSONAL INJURY OR PROPERTY DAMAGE. YOU HEREBY REMISE, RELEASE, ACQUIT AND FOREVER DISCHARGE the Credit Union, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS OF the Credit Union, AND ANY INDIVIDUALS ASSOCIATED WITH the Credit Union OR THE LICENSED APPLICATION AND SERVICES ("RELEASED PARTIES") OF AND FROM ANY AND ALL LIABILITIES, CLAIMS, REMEDIES, DEMANDS, SUITS OR CAUSES OF ACTION OF WHATSOEVER KIND OR CHARACTER, IN WHOLE OR IN PART, WHETHER CHOATE OR INCHOATE, WHICH YOU MAY EVER HAVE AGAINST THE RELEASED PARTIES THAT IN ANY WAY DIRECTLY OR INDIRECTLY RELATE TO, RESULT FROM, ARE BASED UPON, OR ARISE OUT OF THE LICENSED APPLICATION OR SERVICES. YOU FURTHER AGREE TO DEFEND, INDEMNIFY, SAVE, AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LAWSUITS, LITIGATION, ATTORNEYS FEES, EXPENSES, OR ARBITRATIONS ARISING OUT OF ANY YOUR ACTIONS, EITHER INTENTIONALLY OR NEGLIGENTLY, DURING THE USE OF THE LICENSED APPLICATION AND SERVICES.
- N. **Injunctive Relief.** You acknowledge and agree that Your breach or threatened breach of this Agreement shall cause the Credit Union irreparable damage for which recovery of money damages would be inadequate and that the Credit Union therefore may obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.
- O. **Legal/Export Compliance.** You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S. embargoed countries or that has been designated by the U.S. Government as a "terrorist supporting" country 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 or any other U.S. Government list of prohibited or restricted parties. By using the Licensed Application, You represent and warrant that You are not located in any such country or on any such list. You also agree to not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- P. **US Government Use.** The Licensed Application and related documentation are "Commercial Products", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

- Q. **Governing Law.** The laws of the State of Texas, excluding its conflicts of law rules, govern this license and Your use of the Licensed Application. Notwithstanding the foregoing, the Arbitration Agreement in Section R below shall be governed by the Federal Arbitration Act. For the avoidance of doubt, the choice of Texas governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.
- R. **Arbitration Agreement.** Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to arbitration before the American Arbitration Association (“AAA”) in accordance with the AAA Consumer Arbitration Rules. The place of arbitration shall be Nederland, Texas. The language to be used in the arbitral proceedings shall be English. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief as necessary, without breach of this Section and without abridgment of the powers of the arbitrator. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the Parties and may be entered in any court of competent jurisdiction. You agree to the entry of injunctive relief to stop any lawsuit or to remove You as a participant in such a suit. By using the Licensed Application in any manner, You agree to this arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between You and the Credit Union. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. This provision preventing You from bringing, joining or participating in class action lawsuits is an independent covenant. You may opt-out of this Section by providing written notice of Your decision within thirty (30) days of the date that You first use the Licensed Application.

All claims arising out of or relating to this Agreement, to the Services, or to Your relationship with the Credit Union that for whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Jefferson County, Texas, U.S.A. You and the Credit Union consent to the exercise of personal jurisdiction of courts in the State of Texas and waive any claim that such courts constitute an inconvenient forum.

If (a) You are not a U.S. citizen; (b) You do not reside in the U.S.; (c) You are not accessing the Service from the U.S.; and (d) You are a citizen of one of the countries identified below, You hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and You hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

- i. If You are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of Your usual place of residence.
 - ii. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.
- S. **General.** This Agreement constitute the entire agreement between the Parties regarding the subject matter hereof and by acknowledging this license You also acknowledge the obligations in such terms of service. The Parties agree that this license cannot be altered, amended or modified by You, except by a writing signed by the Credit Union. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy. You shall not assign or transfer the License granted hereunder or this Agreement without the prior written consent of the Credit Union. Any attempt to assign or transfer the License or this Agreement by You shall be void. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or

becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

- T. **User Outside the U.S.** If You are using the Licensed Application outside the U.S.A., then the following shall apply: (a) You confirm that this Agreement and all related documentation is and will be in the English language; (b) You are responsible for complying with any local laws in Your jurisdiction which might impact Your right to import, export or use the Licensed Application or any services accessed or used in connection with the Licensed Application, Software and Documentation, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

- U. **Contact.** If You have any questions, complaints or claims with respect to the Licensed Application or any conduct or content, You can contact us at: the Credit Union, 3700 Skyline Drive, Nederland, Texas 77627, and 1-800-825-8829 and [MemberServices@5pointcu.org].