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- 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.
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- 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.

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- 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. Upon the completion or deletion of a savings goal, we will also proceed to close the associated savings account. When the child finishes a goal, the child will be asked to choose where to transfer the funds before the application closes the linked savings account. 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.

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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

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- 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

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- 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].