



Effective as of August 10, 2016

This Mobile Banking Services End User Agreement (“Agreement”) governs your (“your” or “you”) use of the Mobile Banking Services provided to you by Signature Bank (“Signature Bank,” “Bank,” “we,” “us” or “our”) and powered by a third party (“Licensor”) mobile technology solution. **Section A** of this Agreement is a legal agreement between the Bank and you. **Section B** of this Agreement is a legal agreement between you and the Licensor.

SECTION A BANK TERMS AND CONDITIONS

1. For purposes of this Agreement, “Mobile Banking Services” (or “Services”) means collectively all of the financial services that Signature Bank makes available, and to which you have access, using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer (each a “wireless device”) and includes, by way of example and not limitation, balance and transaction viewing, mobile remote deposit capture, mobile bill payment, and funds transfers within the Bank by means of a downloadable application (a “Mobile App”).
2. To use the Services, you must be a subscriber to the Bank’s internet banking services (“Internet Banking”). You acknowledge that you have read and agreed to the Signature Bank Personal Account Internet Banking and Bill Payment Terms and Conditions or the Signature Bank Business Account Internet Banking Terms and Conditions, as applicable (the “Internet Banking Terms and Conditions”), which applies to, and supplements, this Agreement and the Services.
3. Your use of the Mobile Banking Services will also be governed by the Bank’s agreements relating to your personal and/or business account (“Account”), including but not limited to the agreements and disclosures set forth in your Personal Bank Account Agreement and Disclosures Booklet or your Business Bank Account Agreement and Disclosures Booklet, as applicable and as amended from time to time (your “Account Booklet”), and any other agreements that you have with us.
4. This Agreement includes all of the terms and conditions of the Internet Banking Terms and Conditions, Account Booklet, and any other agreements that you have with us to the same extent as if all of the provisions of each of those agreements were restated in this Agreement. You should review the terms and conditions of those agreements for any conditions or restrictions that may impact your use of the Services, such as fees, availability of deposits and limitations on the number of transactions that can be made. Should there be a conflict between any provision of this Agreement and those agreements, then this Agreement will control but only to the extent necessary to resolve that conflict. This Agreement is not intended to replace or modify any disclosures of other terms in your Account Booklet, the Internet Banking Terms and Conditions or other disclosures that are required by law to be provided by the Bank.
5. **Mobile Banking Access.** Mobile Banking Services and functionality available to you may vary based on the type of mobile device you use. Mobile Banking Services may use different terminology and appear in different formats than Internet Banking. You may be required to follow different instructions to access Internet Banking services through your wireless device. Processing of payment and transfer instructions may take longer using Mobile Banking Services. We will not be liable for any delays or failures in your ability to access Mobile Banking Services. Internet access is subject to effective service from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking Services are provided by us on an AS IS, AS AVAILABLE basis.
6. **Signature Bank reserves the right to amend this Agreement from time to time.** Signature Bank may suspend or terminate your use of the Mobile Banking Services if the Bank believes you are in breach of this Agreement. Your service is also subject to termination if your wireless service terminates or lapses. Signature Bank may discontinue the Mobile Banking Services at any time.
7. **Minimum Software and Hardware Requirements.** The Mobile Banking app is available on iPhone, on iPad (requiring iOS 7.1 and later) and Android (requiring 4.1 Jelly Bean or later) devices. Mobile Check Deposit requires a device with at least a 2-megapixel rear-facing camera that supports auto-focus. Data connection required. Wireless carrier fees may apply. Not all

Mobile Banking app features are available on all devices.

8. **Ownership of Wireless Device.** You represent and warrant that you are the owner or authorized user of the wireless device you use in connection with the Services, and that you are authorized to approve any applicable charges arising from your use of the Services. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you regarding your use of the Services. You represent and warrant to us that: (a) you are at least eighteen (18) years of age and the age of majority in your state of residence; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your legal name, (d) you will fulfill all of your obligations to each financial institution for which you submit a transaction using the Services; (e) you and all transactions initiated by you using the Services will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (f) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.
9. **Information Security.** Alerts, including notifications concerning direct deposits, personal information changes, or bill due dates (“Mobile Banking Alerts”) may be sent to an email address that you have provided to us. Because Mobile Banking Alerts are not encrypted, we will not include your any personal information or your full account number in such alerts. Your wireless provider or other entities may also collect data from your use of the Services, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of wireless providers or other entities that are not our service providers. We will only use the information you provide to us through your use of the Services in a manner which is consistent with the privacy policy we have previously provided to you in connection with your account. You can find links to our privacy policy at <https://www.signatureny.com/about-us/privacy-security>. Subject to applicable law, we reserve the right at all times to disclose any information you provide using the Services as reasonably necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with the Service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent in connection with the Services. We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.
10. **Proprietary Services.** The Services, as well as the content and materials you may receive or access through your use of the Services, are proprietary to us and the Licensor. You agree not to damage, impair, interfere with, or disrupt the Mobile Banking Services or related functionality, including in connection with your use of the Services.
11. **Area of Use.** You hereby represent and warrant that you will use the Services only within the United States of America. We reserve the right to terminate your access to the Mobile Banking Services and block any transaction if we determine that you use the Services when located outside of the United States of America or if you use the Services in violation of applicable law. You further agree that you will not use the Services or any service related thereto for any purposes prohibited by applicable law and that you shall not use or otherwise export or re-export the Services, except as authorized by applicable law.
12. **Relationship to Other Banking Products.** Mobile Banking Services are provided for your convenience and does not replace your periodic account statement, which is the official record of your account. Mobile Banking Services, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your wireless device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We are not liable for any such delays, interruptions, or negative impacts to Mobile Banking Services and you agree that neither we nor our service providers are liable for any errors or delays in the content, or for any actions taken in reliance thereon.
13. **Additional Terms for Remote Deposit Services.**
 - a. **Description.** The mobile deposit capture service (“Mobile Deposit”) provides you the ability to access and make deposits to your designated eligible Accounts using the Mobile App. Mobile Deposit is designed to take advantage of The Check Clearing for the 21st Century Act and its regulations (collectively “Check 21”). Mobile Deposit enables you to use a compatible wireless device to photograph an image of an original paper check (each an “Original Check”) that is drawn on or payable through United States financial institutions (each a “Check Image”) and to electronically submit the Check Image and associated deposit information to Signature Bank from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by Signature Bank. A Check Image submitted to Signature Bank electronically for deposit is not deemed received until Signature Bank accepts and confirms receipt of your Check Image deposit.
 - b. **Additional Requirements.** Your use of Mobile Deposit is subject to the following requirements: To access Mobile

Deposit you must have or acquire and maintain a compatible handheld device with the ability to take photographs and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.

You may photograph and submit Check Images for deposit to Signature Bank within the dollar limits ("Deposit Limits") established for you by Signature Bank. Signature Bank reserves the right to limit the frequency and dollar amount of deposits submitted through Mobile Deposit. If you exceed the Deposit Limits established for you, Signature Bank may in its sole discretion accept or refuse the Check Image deposit. If at any time Signature Bank accepts a Check Image deposit that exceeds your Deposit Limits, Signature Bank will have no obligation to do so in the future. Signature Bank may at any time at its sole discretion raise or lower your Deposit Limits.

By accessing Mobile Deposit, you authorize Signature Bank to provide you with access to all of the eligible Accounts qualified to participate in Mobile Deposit. The following Account types are currently eligible for Mobile Deposit: checking and money market Accounts. Signature Bank reserves the right to limit the features of Mobile Deposit available with respect to different types of eligible Accounts.

- c. **Deposit Processing.** Photographing and submitting Check Image deposits does not constitute receipt of the deposit by Signature Bank. Generally, Check Image deposits received prior to 4:00 p.m. Eastern Time (ET) are processed on the Business Day of receipt. For purposes of this Agreement, Business Day means any day other than Saturdays, Sundays, and holidays when Signature Bank is closed to the public. Any Check Image deposit received after 4:00 p.m. ET on a Business Day or on a day other than a Business Day will be processed on Signature Bank's next Business Day. Acknowledgement that your Check Image deposit has been received by Signature Bank does not mean that the Check Image deposit was received error free.
- d. **Confirmation of Receipt or Rejection.** Signature Bank will send you an email to confirm receipt of your Check Image deposit. Signature Bank will send a notice to you if your Check Image deposit is rejected in whole or in part. You may verify receipt and the amount of your Check Image deposit credited to your account by reviewing your statement online or by calling Client Services at 1-866-sigline (744-5463).
- e. **Eligibility Criteria.** You agree that you will use Mobile Deposit to photograph only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Signature Bank. All other items may be deposited by alternate methods such as in person.
- f. **Ineligible Check Images.** You understand that Signature Bank is not obligated to accept for deposit any Check Image that Signature Bank in its sole discretion determines to be ineligible for Mobile Deposit. Ineligible items include: Check Images of items drawn on banks located outside the United States; Check Images that are illegible; images of checks previously converted to Substitute Checks (as defined by Check 21), and Check Images with unreadable magnetic ink character recognition ("MICR") information. The quality of any Check Image must comply with the requirements established from time to time by, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You acknowledge and agree that even if Signature Bank does not identify a Check Image as ineligible, the Check Image may be returned to Signature Bank because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Signature Bank's failure to identify a Check Image you transmit to Signature Bank as ineligible shall not preclude or limit its rights or your obligations.
- g. **Destruction of Check Images.** You shall fully destroy each Original Check in your Check Image deposit thirty (30) days following receipt and crediting of your Check Image deposit or as Signature Bank may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You understand each Original Check must be fully destroyed following any retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Mobile Deposit and its full destruction.
- h. **Representations and Warranties.** You make the following representations and warranties:

You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and back of the Original Check at the time you photographed the Check Image.

You shall submit to Signature Bank only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.

You shall destroy the Original Checks as stated above.

You shall not submit to Signature Bank or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with Signature Bank or which you previously submitted to and was accepted by any other person or entity for deposit.

You shall not deposit into your Account with Signature Bank or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Signature Bank, unless following receipt of your submission, Signature Bank notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.

You shall indemnify, defend, and hold Signature Bank and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through Mobile Deposit as described above.

You shall use Mobile Deposit only for your own personal or business use in accordance with the terms of this Agreement. You shall not make Mobile Deposit available or transfer your rights to use Mobile Deposit for the benefit of any third party.

- i. **Limitation of Liability.** Signature Bank will acknowledge receipt of your Check Image deposit submitted through Mobile Deposit and notify you if a Check Image is not eligible for deposit. Signature Bank's ability to provide Mobile Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and Signature Bank's response. Signature Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Mobile Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Signature Bank's control.
- j. **Business Accounts.** The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes.

For Business Accounts using Mobile Deposit, Signature Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by Mobile Deposit or the use of Mobile Deposit except as otherwise expressly provided for in this Agreement or by applicable law. By using Mobile Deposit to access your Business Accounts, you are responsible for any unauthorized use of Mobile Deposit and any loss or damages incurred due to the unauthorized access to your Business Accounts.

If your deposit activity through Mobile Deposit exceeds your Deposit Limits, Signature Bank reserves the right to disable your access to Mobile Deposit Capture service and provide you with information on other business banking electronic deposit options that may be available to you.

If any person previously authorized to conduct transactions through Mobile Deposit on any Business Account is no longer authorized, it is your responsibility to notify Signature Bank. Signature Bank shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until Signature Bank is expressly notified.

- k. **Fees and Charges.** All fees and charges related to any Account you access with Mobile Deposit as stated in the applicable Fee Schedule for the Account will remain in effect when using Mobile Deposit. The monthly fees and charges, if any, for the use of Mobile Deposit are found in the applicable Fee Schedule.
- l. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF MOBILE DEPOSIT 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. SIGNATURE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SIGNATURE BANK MAKES NO WARRANTY THAT MOBILE DEPOSIT (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THAT THE RESULTS OBTAINED FROM MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE, AND (iv) THAT ANY

ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. IN NO EVENT WILL SIGNATURE BANK BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE MOBILE DEPOSIT OR FOR ANY LOSS OF DATA, EVEN IF SIGNATURE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. **Reporting Unauthorized Transactions.** If you believe someone may attempt to use or has used the Services without your permission, or that any other unauthorized use or security breach has occurred, call us immediately 1-866-SIGLINE (744-5463), Monday through Friday, 8:00 AM to 8:00 PM EST, Saturday and Sunday, 9:00 AM to 5:00 PM EST, holiday hours may vary, or write to the Bank at: Signature Bank, Mobile Banking Client Support, 1177 Avenue of the Americas, New York, NY 10036. Telephoning is the best way to minimize your losses for any error or unauthorized transaction.
15. **Customer Service.** If you have any questions about the Services, call your Private Client Group or the Bank at 1-866-SIGLINE (744-5463), Monday through Friday, 8:00 AM to 8:00 PM EST, Saturday and Sunday, 9:00 AM to 5:00 PM EST, holiday hours may vary or write to us at clientcare@signatureny.com.
16. **Termination.** If your account with the Bank is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the license provided under this Agreement shall end, and (d) that we shall not be liable to you or any third party for termination of access to the Services.
17. **Your Right to Terminate.** You may terminate this Agreement by closing your Account at any time and uninstalling the Mobile App on your mobile device.
18. **Suspension or Termination by Us.** We may terminate this Agreement and close your Account for any reason or no reason at any time upon notice to you. We may terminate Internet Banking as provided in the Internet Banking Terms and Conditions. We may also suspend or discontinue the Services at any time for any reason, including if you or your Accounts are not eligible for the Services, if we believe you are in breach of the Internet Banking Terms and Conditions, this Agreement, or your Account Booklet, or in the event your wireless device service terminates or lapses.
19. **Limitations of Liability.** We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Section B of this Agreement, which is the responsibility of the Licensor. WE, INCLUDING OUR AFFILIATES AND AGENTS, ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE MOBILE APP SOFTWARE, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICES, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE OR MOBILE APP SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO OTHER CAUSES THAT ARE BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT OR UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM DEFECTS OR VIRUSES, OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICE.
20. **Indemnification.** Except as otherwise provided under applicable law, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Services and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Services and this Agreement.
21. **Governing Law.** This Agreement will be governed by and construed in accordance with federal law and the laws of New York, without regard to conflict of law provisions. You consent to the jurisdiction of the state and federal courts of New York and agree that any legal action or proceeding with respect to this Agreement will be commenced in such courts.
22. **Change in Terms and other Amendments.** The Bank may change this Agreement at any time by electronically sending to you an e-mail notice, mailing to you a notice or posting a notice of such change in the Bank's Financial Center where you maintain your Account. Your continued ability to use Mobile Banking Services or your failure to terminate or cancel Mobile Banking

Services with respect to your Accounts after the effective date of the change will constitute your acceptance of, and agreement to the change. In addition, we may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via third-party links); charge, modify or waive any fees required to use the Service; or offer opportunities to some or all users of the Services.

23. **Other Provisions.** Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you, us, the Licensor and our processor, with respect to the provision of the Services. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

SECTION B
TERMS AND CONDITIONS – LICENSE AND USE OF THE DOWNLOADABLE APP
Agreed to by the End User Prior to Use of the Downloadable App

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to Signature Bank (“Licensor”) is the owner of all right, title, and interest in and to the downloaded software to be used for access to mobile banking services from Signature Bank and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the “Software”).
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE 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 SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY 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, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software 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 Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of New York excluding that body of laws pertaining to conflict of laws. If any provision 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 Agreement are subject to the exclusive jurisdiction of the courts of New York and the parties expressly consent to jurisdiction and venue thereof and therein. EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THIS AGREEMENT. The parties confirm that this Agreement and all related documentation, if any, is 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.

8. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.