



BECU Money Manager Terms and Conditions and Money Desktop End User License Agreement

Money Manager services

You are accessing services ("Services" or "Service") provided to you from Boeing Employees' Credit Union ("BECU") by way of our third party service provider, Money Desktop. You are being asked to agree to the legally binding agreements: BECU Money Manager terms and conditions, Money Desktop's End User License Agreement, and BECU's Privacy Policy, all as provided below or accessed by link ("Terms"). Therefore, we encourage you to read this thoroughly and carefully.

These Terms constitute an agreement between you ("you", "your", or "user") and BECU including our affiliates and third party service providers ("BECU", "our", "we" or "us"), and Money Desktop, pertaining to your use of the Services. If you are using this Service over mobile networks you understand that the Service may not be accessible or may have limited utility over some mobile networks, such as while roaming. By using the Services, you agree to be bound by these Terms.

Accepting the Terms

BY USING ANY PART OF THE SERVICES, YOU EXPRESSLY (a) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS; (b) AGREE AND CONSENT TO THE TERMS; (c) REPRESENT AND WARRANT THAT YOU: (i) IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (ii) AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (d) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPT or AGREE BUTTON, AND DO NOT ACCESS OR USE THE SERVICES.

BECU may, from time to time, update these Terms and your continued use of the Services indicates your agreement to any modification of these Terms. You may not use the Services and may not accept the Terms if you are incapable of entering into a binding contract with BECU.

BECU and Money Desktop are not responsible for and make no warranties that your equipment or software is or will continue to be compatible with the use of the Services.

The Service provided by BECU and Money Desktop is not intended to provide legal, tax, or financial advice. The Service is not a financial planner, broker or tax advisor. The Service is intended to assist you in organizing your financial and account information and is broad in scope. You should not rely on the information provided in the Service when making financial decisions, but instead you should consult with your accountant or other financial professional who is fully aware of your circumstances before making any decisions concerning your finances.

Services

Money Manager is a free personal financial management tool that allows you to upload financial and account information and include it in a portfolio accessible from BECU's Mobile and Online Banking platform, from where you may access, retrieve and maintain financial information. You may upload any financial information and accounts that are available to you from other, non-BECU institutions. You may organize, consolidate, view and, track your financial and account information all in one location ("Services") through the Online Banking platform. Through the Service, you may request that certain alerts concerning your financial information and account usage and status be delivered via SMS and/or email ("Alerts"). The Service automatically uploads your BECU accounts and they are included in your Money Manager portfolio along with any other non-BECU accounts that you upload to your Money Manager portfolio and made accessible in either Online or Mobile Banking. From time to time BECU may modify the Services and add, change, or delete features of the Services, in its sole discretion, without notice to you.

You agree to provide accurate, current and complete information about your accounts at other banks, organizations, or institutions when uploading them to your portfolio, and to maintain and update this information to keep it accurate, current and complete. You agree to not misrepresent your identity or your account information. You agree to maintain the safety and security of access devices used to access Mobile and Online Banking. Failure to provide accurate and complete information during 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, "Login Information"),

(b) preventing unauthorized access to or use of information, files, financial information or account data, that is stored or used in or with the Services (collectively, "Account Data"),

(c) all electronic communications, including account holder information, email and financial, accounting and other data entered into the Service ("Communications"),

(d) any and all activities involving or effecting your financial information and accounts uploaded to the Service and.

(e) maintaining the safety and security and preventing unauthorized use of all mobile devices, computers, other devices used by you or anyone you authorized on your behalf to access the Services (collectively, "Access Device").

BECU shall assume that any Communications received through use of the Login Information were sent or authorized by you. You agree to immediately notify BECU if you become aware of any loss, theft or unauthorized use of any Login Information or Access Device. 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 Login Information or Access Device has occurred.

You hereby grant to BECU and its affiliates, Money Desktop, partners, licensors, employees, distributors and agents permission to use the Login Information to enable BECU 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 BECU may provide to you in the future.

BECU and its affiliates, Money Desktop, partners, licensors, employees, distributors and agents may use, modify, display, distribute and create new materials using the Login Information, Account Data and/or your Communications to provide the Services to you. By submitting Login Information, Account Data and Communications, you agree that BECU may use your Login Information, Account Data and Communications for the purposes such as to send you marketing information regarding opportunities to refinance loans or to market other opportunities to you, all without any particular time limit and without BECU's payment of any fees.

Anonymous, aggregate information that does not contain personally identifiable information, financial account balances, other financial or account data, or other available data that is collected through your use of the Services, may be used or licensed by Money Desktop for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking (for the purpose of helping to improve products and services) and to assist in troubleshooting and technical support.

To the extent that you request customer service or other assistance from BECU or Money Desktop, you agree that BECU and our third party service provider are authorized to access and view your Login Information, Account Data, and Communications to provide such assistance and support.

User risks

Data and information provided by the Service is provided for informational purposes only, and is not intended for trading, investing or transactional purposes. You agree that we and Money Desktop are not liable for any errors or delays in the content, or for any actions taken in reliance on the data or information available in the Service. The services associated with non-BECU accounts, which you may be able to access through the Service are not BECU services; they are services of the account holding institutions you upload to your Money Manager portfolio. The Service provides links to selected institutions for your convenience only. We do not endorse or recommend the services of any institution. The third party institution you select is solely responsible for its services to you. We are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of the institution. You may also add information into your Money Manager portfolio for accounts not available at other web sites or which are not linked to the Service. In such case, you are solely responsible for the accuracy of such information.

Disclaimer 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 BECU AND MONEY DESKTOP ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE";

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, BECU, OUR AFFILIATES, AND MONEY DESKTOP, 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, UPLOADED 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 BECU OR MONEY DESKTOP PROVIDED 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, BECU, ITS AFFILIATES, AND MONEY DESKTOP, 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:

- (a) YOUR USE OR YOUR INABILITY TO USE THE SERVICES;
- (b) 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;
- (c) ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR
- (d) 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 IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN BECU, MONEY DESKTOP AND YOU. BECU AND MONEY DESKTOP WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

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 BECU and Money Desktop, 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 Service 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 BECU and/or Money Desktop 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.

Third party institutions

In connection with your use of the Services and as part of the functionality of the Services, you may have access to certain online account information that may be made available by your bank, organizations, other institutions including non-BECU account information available from others. BECU has no control over the provision of or access to Account Data.

BECU does not guarantee your Institutions' services. You agree that you may or may not be able to use the Services in conjunction with your Institutions' services, and that BECU and Money Desktop disclaims any and all liability whatsoever for any actions or inactions on the part of your Institutions resulting in any inability to use the Services to access accounts, obtain data, download transactions, or otherwise use or access your Account Data.

You acknowledge and agree when you access data and information through the Services, your 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 Institution(s) such as banks and other account holders, including balances, credit card charges, debits and deposits as may be applicable, may be collected and stored in the Services by BECU and Money Desktop.

You expressly authorize BECU and Money Desktop, in conjunction with the operation and hosting of the Services, to use your Login Information to (i) collect Account Data, (ii) reformat and manipulate Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using your Login Information, (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 Login Information and Account Data and that you have the authority to appoint, and do expressly appoint, BECU or Money Desktop as your agent with limited power of attorney to access and retrieve Account Data on your behalf. You further acknowledge that BECU does not (nor does Money Desktop), review Account Data for completeness or accuracy and further you agree that we are not responsible for its completeness or accuracy.

Any transactions or informational activities performed directly at any Institutions' website are not made through the Services and BECU and Money Desktop assume no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with your Institutions(s).

You acknowledge and agree that when BECU or Money Desktop access and retrieve your Account Data, BECU and Money Desktop are acting as your agent and the agent on or behalf of providers.

You further acknowledge and agree that (i) some Institutions may not allow the Services to access the Account Data, (ii) Institutions may make changes to their websites, with or without notice to BECU or our third party service provider, that may prevent or delay aggregation of information from such Institutions' websites, (iii) the Services may "refresh" the Account Data by collecting the Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented in the Services, and (iv) any Alerts you establish for accounts uploaded to the Service may be delayed as a result of the other institutions' delay in making information available to the Service.

In the event that you see a discrepancy in the Account Data, and in any case before making any transactions or decisions based on such Account Data presented in the Services, you agree to check the last refresh date for the account and confirm with that applicable Institution that the Account Data is correct or otherwise confirm that Account Data is up to date and accurate.

Alerts and SMS notification program

You may opt-in to have transaction and account Alerts such as for a low account balance, large transactions, or budget you set be delivered to you by way of SMS and/or email. If you opt-in, you will also initially receive a text message to verify your phone number.

You can cancel the SMS Alerts service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive Alerts from BECU or Money Desktop. If you want to opt-in to receive Alerts again, just sign up as you did the first time and you will start receiving SMS Alerts messages again.

If you are experiencing issues with the SMS Alerts messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at 800-233-2328.

Carriers nor BECU or Money Desktop are liable for delayed or undelivered messages.

As always, message and data rates may apply for any SMS messages sent to you from BECU or Money Desktop and to BECU or Money Desktop from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

Net worth

You may add a home value estimate to your Money Manager portfolio when calculating your net worth. If you elect to include your home's value in your net worth summary, you acknowledge and agree that the net worth summary is calculated based on information provided by you at your direction and that BECU and Money Desktop make no representation as to the accuracy of the net worth summary. **Data and information provided in the Net Worth feature is for informational purposes only, and is not intended for transactional purposes.** You agree that BECU, and/or Money Desktop are not liable for any errors or delays in the content, or for any actions you take in reliance on data and information contained in the Net Worth feature.

Modifications

BECU may modify, discontinue temporarily or permanently, the Service without notice to you. You may reject the changes by discontinuing your use of the Service. Your continued use of the service will constitute your acceptance of and agreement with such changes. Maintenance upon the Service may be performed from time to time resulting in interrupted service, delays or errors in the service. BECU and Money Desktop shall not be liable to you or any third party should we exercise our right to modify or discontinue the Service.

Delete Non-BECU accounts

You may delete previously uploaded non-BECU accounts from your portfolio at any time by selecting an account within your Money Manager portfolio and clicking on the 'Delete' button. The deleted account will be removed from your portfolio. **Some of your Account Data will remain stored by Money Desktop.**

Termination of Service

BECU or Money Desktop may at any time terminate your access to the Services for any reason, including:

- 1) You have breached a provision of these Terms, including Money Desktop's End User License Agreement and/or Money Desktop Privacy Policy, or have acted in a manner which shows you do not intend to or are unable to comply with provisions of these Terms, Money Desktop's End User License Agreement and/or the Money Desktop Privacy Policy;
- 2) We and Money Desktop are required to do so by law;
- 3) BECU has terminated its relationship with Money Desktop or has ceased to offer the Service to you;
- 4) We or Money Desktop has deemed the Service no longer commercially viable.

Contact information for BECU

Boeing Employees' Credit Union

P.O. Box 97050

Seattle, WA 98124-9750

800-233-2328

www.becu.org

End User License Agreement

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 this Agreement are reserved to Money Desktop.

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, anti-discrimination 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 Money Desktop 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 Money Desktop. 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.

Proprietary rights

You are permitted to use content delivered to you through the Services only in connection with the Services. You acknowledge and agree that Money Desktop and/or its licensors or suppliers own all rights to the Site and the Services, the content displayed on the Site and the Services including its "look and feel" (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and other Intellectual Property Rights, made available to you as a part of or in conjunction with the Services. You are only permitted to use any of the foregoing as expressly authorized by these Terms. MONEYDESKTOP, and all other names, logos, icons and marks identifying Money Desktop's products and services are Money Desktop's trademarks and may not be used without our prior written consent. You may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on any portion of the Services.

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.

Use by the U.S. Government

The Services provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Services shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the Services is Money Desktop, Inc., whose corporate headquarters is located at 251 River Park Dr. Suite 200, Provo, UT 84604 and whose telephone is (801) 669-5500.

No waiver

Money Desktop shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Money Desktop. No delay or omission on the part of Money Desktop 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 Money Desktop. These Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and Money Desktop 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 Money Desktop.

Endorsements

All products and service marks contained on or associated with the Services that are not Money Desktop marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third-party sites or information do not constitute or imply Money Desktop's endorsement, sponsorship, guarantee or recommendation of the third party, information, products or services.

Miscellaneous

You agree and acknowledge that if you breach these Terms, Money Desktop 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.

Money Desktop may modify these Terms, at any time and without notice to you, by delivering such amended terms to the email address you provide to Money Desktop 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 Money Desktop and you.

For all purposes of these Terms, except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined herein include the plural as well as the singular and vice-versa; (ii) all headings are for convenience only and shall not affect the interpretation or construction of these Terms; and (iii) the words "including," "included" and "includes" mean inclusion without limitation.

Choice of law and forum for disputes concerning this End User License Agreement

By visiting or using the Site and/or the Services, you agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern this End User License Agreement. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and Money Desktop, its officers, directors, employees, agents or affiliates must be brought in Salt Lake County or Utah County, Utah, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, Money Desktop is able to offer the Services as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms.

You also acknowledge and agree that, with respect to any dispute with Money Desktop, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Services or these Terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

Link to [U.S. Consumer Privacy Notice](#)