End User License Agreement

TDY MONEY LLC

Effective as of April, 25, 2021

<u>LICENSE GRANT AND RESTRICTIONS</u>. End Users, including You, Yours, or Yourself, are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use TDY Money LLC ("TDY Money") solely to assist and manage your financial data.

The term "App" includes any other programs, tools, internet-based services, components, and any updates of the App that is made available to you.

You are not licensed or permitted to do any of the following and shall not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs, or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way the material from TDY Money or its App; (iii) permit any third party to benefit from the use or functionality of the App or services; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the App, disassemble, decompile or any other terms relating to reverse engineering of the App, unless authorized to do so under Idaho law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the App or services, prevent access to or the use of the App, or other services by other licensees and customers; or (vii) otherwise use the App except as expressly allowed in this End User License Agreement ("Agreement").

- 1. **OWNERSHIP**. You, as an End User, do not have any rights to the services mark, trademark, or any other protections set forth by law for TDY Money or its App.
- LICENSEE ACCESS INFORMATION AND ACCOUNT DATA. You are
 responsible for all electronic communications, including account registration and
 other account holder information, email and financial, and any other data that
 may be reasonably deemed communication entered using the terms set forth in
 this Section.

You agree to immediately notify us if licensee becomes aware of any loss, theft, or unauthorized use of any of the terms set forth in this Section. TDY App reserves the right to deny you access to the App if we reasonably believe that any loss, theft, or unauthorized use of any of the terms set forth in this Section has occurred. You must inform us of and hereby grant to TDY App or a certified agent of TDY App permission to use any of the terms set forth in this Section in

order for TDY App to provide services, including updates, addressing errors or service interruptions, and to enhance the types of data and services TDY App may provide to you in the future.

Anonymous, aggregated information may be used to conduct certain research for the lawful purpose of the TDY App or its agent.

3. **FINANCIAL INSTUTION SERVICES**. In general, in connection with your use of the TDY App, you may have access to certain online services that may be made available by your financial institutions. The App is designed to allow you to access those financial services to set up banking information, schedule the App to access your account(s), download transactions into the App, and otherwise aggregate information from your account(s) with financial institutions.

You acknowledge and agree that TDY App has no control over the provision of such financial institutions and does not guarantee that you will be able to use the App with those financial institutions, and will have no liability whatsoever for any actions or inactions on the part of the financial institutions resulting in you inability to use the App to access your accounts, obtain data, download transactions, or otherwise use or access the services that such financial institutions provide.

4. **SOFTWARE USE, STORAGE, AND ACCESS**. TDY Money shall have the right, in our sole discretion, and with reasonable notice posted on the App or sent to your email address provided to us upon registration for the App, to change limits concerning the use of the App and its services. This may include but is not limited to: (i) the amount of storage space you have the App at any time, and (ii) the number of times you may access the App in a given period of time.

TDY Money may change security to comply with any laws and regulations and to provide you with electronic or written notice, in a reasonable time, after such change has occurred. You may reject these changes by discontinuing the use of the App and services which relate to the App. You continued use, however, will constitute as a silent acceptance to any such changes. Maintenance on the App may be performed from time-to-time resulting in interrupted service, delays, or errors in the App or its services. No guarantee will be provided for when the App is going through maintenance and the estimated time frame in which it will be done.

5. <u>THIRD PARTY RESTRICTIONS</u>. In connection with your use of the App, you may be made aware of services, products, offers, and promotions provided by third parties. If you decide to use said services, you are responsible for reviewing and understanding the terms and conditions governing those services. TDY

Money will not be held responsible for any third party services and any third party service is responsible for its own performance and information.

The App may contain links to websites or advertisements to third parties; these links are provided as a convenience to You only. TDY Money is not under control of such parties and not responsible for the content of any third party or any link contained in a third party website. In no event will TDY Money be responsible for the information contained in such third party website or for your use of or inability to use such website. Access to any such third party site is at Your own risk and not under the risk of TDY Money; including the implicit and explicit provisions, disclaimers, or information of the third party.

- 6. **EXPORT RESTRICTIONS**. The App is subject to the U.S. Export Administration Regulations; see 15 CFR, Chapter VII and that you will comply with these codified federal regulations. You will not export or re-export the App, directly or indirectly to: (i) any countries that are subject to U.S. export restrictions; or (ii) any other End User, including Yourself, who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.
- 7. VIOLATIONS. You shall notify TDY Money as reasonably soon as practicable if You become aware that: (i) any End User, including Yourself, is or are engaging in any activity directly related to the use of TDY Money that is illegal or fraudulent or otherwise violates this Agreement; or (ii) there is a request for information by law enforcement or any regulatory agency related to the use of TDY Money and its App pursuant to an examination, administrative proceeding, subpoena, warrant, or any other court order. TDY Money, its App, or its agent(s) may reserve the right to suspend You or any other End User's account for engaging in such activity. TDY Money or its agent(s) shall provide You with prompt notice of any such suspension and such suspension shall not be considered a breach of the Agreement.
- 8. <u>INDEMNIFICATION</u>. TDY Money shall be liable only for its own gross negligence, willful misconduct, or willful bad faith. You agree to indemnify TDY Money and save it harmless against any and all liabilities, including judgments, costs, and reasonable counsel fees, for anything done or omitted by any third party.
- OUTSIDE AGREEMENTS. TDY Money's Privacy Policy is a separate agreement that notifies and explains how data is stored, used, and what information is collected.