

TERMS OF SERVICE

for GWAccess

(last modified October 26, 2023)

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You have been provided with a user ID and password that may not be shared with any third party. You are solely responsible for maintaining the confidentiality of your user ID and password and we will not be responsible for any breach of security caused by the failure to so maintain the confidentiality of your user ID and password. If you desire to give access to the Services to your third party accountant, attorney, broker, investment advisor or any other third party performing services on your behalf (“Your Third Party Provider”), you may request a unique user ID and password for such party from us, which will be provided in our discretion and subject to Your Third Party Provider agreeing to be bound by these Terms of Service. Neither we nor any of our Suppliers (defined below) will be responsible for any breach of security caused by your failure or the failure of Your Third Party Provider to comply with these Terms of Service. You further agree that you will be responsible for all transactions and activities that occur on your account or under your user ID and password or the user ID and password of Your Third Party Provider. You shall immediately notify us in the event of any unauthorized use of your account or if you become aware of any other breach of security. IF, NOTWITHSTANDING THE FOREGOING, AND WITHOUT LIMITING ANY OF OUR OR OUR SUPPLIER’S OTHER DISCLAIMERS OR LIMITATIONS ON LIABILITY, YOU CHOOSE TO ALLOW YOUR THIRD PARTY PROVIDER (INCLUDING, A DATA AGGREGATOR) TO ACCESS THE SERVICES UNDER YOUR USER ID AND PASSWORD THAT WAS NOT AUTHORIZED BY US OR OUR SUPPLIER, YOU DO SO AT YOUR OWN RISK AND WE, INCLUDING OUR SUPPLIERS, SHALL HAVE NO LIABILITY FOR YOUR THIRD PARTY PROVIDER’S ACCESS TO OR USE OF THE SERVICES EVEN IF WE OR OUR SUPPLIER HAS ASSISTED YOU WITH SUCH ACCESS.

2. ACCOUNT DATA

All account data is provided as a convenience and for your information, but is not the official record. Your statement remains the official record. Account data provided through the Services is generally updated on a daily basis and is subject to adjustment and correction.

3. LICENSE TO USE THE SERVICES / COSTS OF ACCESSING THE SERVICES

Effective upon acceptance of these Terms of Service, you will have a personal, nonexclusive, nontransferable, revocable right to access and use the Services for non-commercial purposes. You are solely responsible for obtaining all equipment and approvals necessary for connection to the Internet and all charges associated with such connection.

4. PROPRIETARY RIGHTS.

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You may terminate your rights to access the Services at any time by contacting our customer service department. We reserve the right to require that you provide us with written notice of your desire to terminate your account. Following any such termination, you agree that you will immediately cease to attempt to use the Services.

We reserve the right to decide, in our sole discretion, to restrict, suspend, terminate or modify the Services with or without notice. We may do so in order to maintain the Services, improve the Services, to prevent fraud or for any other reason. You understand that we shall not be liable to you or any third party for any reason related to or arising from the termination of these Terms of Service, from our decision(s) to restrict, suspend, terminate or modify the Services or arising from the limitation, delay or denial of access to the Services to some or all of our customers, whether such limitation, delay, denial or the cessation of Services is within our control. Without limiting the foregoing, we reserve the right to discontinue Services to you, individually, or to your institution, in the event that you do not comply with all of the terms and conditions contained in these Terms of Service.

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8. INDEMNIFICATION.

You hereby agree to indemnify us and our directors, officers, employees, agents, Suppliers and subcontractors from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from your use of the Services and/or any breach of these Terms of Service by you or Your Third Party Provider.

9. INTERNATIONAL USE; COMPLIANCE WITH LAWS.

We make no representation that the Services are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents or use are illegal is prohibited. You agree to comply with all applicable foreign and domestic laws, rules and regulations regarding your use of the Services.

10. GENERAL.

These Terms of Service shall be construed in accordance with the laws of the state of our principal place of business without regard to its conflict of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts located in the state and county of our principal place of business and irrevocably waives any right that such party may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

You agree and acknowledge that any breach of the provisions regarding proprietary rights or the appropriate usage of the Services contained in these Terms of Service shall cause us irreparable harm and that we may, therefore, obtain injunctive relief as well as seek all other remedies available to us at law and/or in equity without the necessity of posting a bond.

The license granted to you in these Terms of Service is personal in nature, and you shall not transfer or assign these Terms of Service or your rights hereunder without our prior written consent, which consent may be withheld. Any purported transfer or assignment in violation of this section is void.

Our failure to exercise our rights under these Terms of Service will not be construed as a waiver of such rights, nor will it in any way affect the validity of these Terms of Service. The provisions of these Terms of Service relating to intellectual property ownership, restrictions on use or

disclosure of the Services, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of these Terms of Service for any reason.

The Suppliers shall be considered third party beneficiaries of these Terms of Service entitled to directly enforce these Terms of Service.

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