



## 1. WEALTH & RETIREMENT MOBILE APP TERMS.

1.1 DATA. Client shall, at its expense, be solely responsible for the transmission of any information, data, records or documents, including those relating to an End User (collectively, “Data”), necessary for FIS to perform the service. For purposes of these Mobile App Terms, an “End User(s)” shall mean Client’s Customers who are enrolled in the Mobile App Service pursuant to these terms. Client authorizes FIS to access Data to perform a Mobile App Service. If Client directs FIS to disclose Data to a third party, Client shall be deemed to have provided FIS with written authorization to do so and shall bear any risk of loss or liability associated with that disclosure. In addition, Client shall indemnify FIS and hold FIS harmless from any claims resulting from the third party’s access or use of that Data, and may, in its discretion, require the third party to enter into a written agreement with FIS governing disclosure of that Data.

1.2 MOBILE APP SERVICES. FIS shall provide End Users who have been enrolled by Client pursuant to a written enrollment agreement and related terms and conditions required by FIS from time to time (“End User Terms”) with access to the Mobile App Service for review of account balances and limited transactions histories as reflected in Client Data available through the Solution in accordance with the Documentation. The End User Terms required by FIS are set forth below. Client shall not provide to End Users any terms that conflict with or supersede the terms and conditions in the End User Terms. Client shall be responsible for providing all appropriate privacy or other notices to End Users regarding FIS’ access to Data.

1.3 FIS’ provision of the Mobile App Service hereunder necessitates certain agreements with third parties and Client authorizes FIS to act as Client’s agent for the limited purpose of entering into, on Client’s behalf, if applicable, agreements necessary to register the domain name and the domain security key for Client’s and for having assigned a short code to Client. Client agrees that such online registration page may contain identifications (e.g., name, logo or brand) of third-party providers of certain services and telephones and expressly authorizes such identifications so long as they are reasonable in size, presentation and frequency. FIS shall have the right, in its sole discretion, to exclude any offensive material or refuse access to the Mobile App Service to any Customer.

1.4 Client shall (i) provide direct customer support to End Users; (ii) not use the Mobile App Service to commit any illegal purpose or libelous act; (iii) not utilize the Mobile App Service, internet access when using the Mobile App Service or FIS’ system or any other FIS equipment or materials in connection with the sending or generation of unsolicited electronic mail messages, also known as spam; (iv) not attempt to gain unauthorized access to FIS’ system or any other system or network operated by or on behalf of FIS; and (v) comply with all reasonable instructions issued by FIS from time to time.

1.5 Client shall not (i) rent, lease or otherwise permit third parties to use the Mobile App Service or related software (other than End Users enrolled in the Mobile App Service in accordance with these terms); (ii) use the Mobile App Service or related software to provide mobile access services to third parties; (iii) circumvent or disable any security or other technological features or measures of the Mobile App Service or related software, (iv) use the Mobile App Service or related software in violation of any third party’s rights; or (v) reverse engineer, modify, reproduce, or disassemble any proprietary software (including any component thereof).

1.6 The Mobile App Service, their configuration and related software, and the know-how and trade secrets of FIS and/or its licensors related to the Mobile App Service and related software, are the sole and exclusive property of FIS and/or its licensors and contain confidential and proprietary materials of FIS and/or its licensors. Client shall have sole responsibility for all Losses (defined below) resulting from, arising out of, or incurred in connection with compliance by FIS or its affiliates with Client or End User specifications or instructions, information accessed or transactions effected with a lost, stolen, counterfeit or misused access code, authenticating image, identification number or telephone and any transfer or instruction initiated by an End User which is not completed due to lack of funds. A wireless telecommunications network operator may from time to time require certain terms be in effect for the Mobile App Service to be available through such operator’s network. In the event that such operator requires any terms (other than those contained herein), Client is deemed to accept such additional terms by having End Users enroll in or continue to use the Mobile App Service with availability for the Mobile App Service through such operator’s network. FIS may increase any pass-through fees (including, without limitation, fees for aggregator services, dedicated short code fees; and data transmission, and telecommunications expenses) as its cost for such items increases.

1.7 The downloadable software component that is made available for download and use by End Users enrolled in the Mobile App Service (“Downloadable App Software”), and each software application that is part of such download component may be deployed to such End Users, only with respect to the wireless telecommunications network operators and mobile devices that are at the time available to be used with the Mobile App Service. Client shall be responsible to submit the Downloadable App Software to the applicable mobile application distribution service.

1.8 The Mobile App Service may be used with a number of mobile devices provided through various network operators which devices and operators may change from time to time. Client acknowledges that due to device limitations, network constraints and other factors, the Mobile App Service and the Downloadable App Software may



not run on or otherwise be compatible with all devices or operator networks. Client agrees to undertake the obligations described in Acceptable Use Policy, Content Standards and Other Client Requirements below.

1.9 Client shall comply with all rules, regulations or laws associated with its use of the Mobile App Service, including those relating to usury, truth-in-lending, fair credit reporting, equal credit opportunity, automated clearing house transfers, networks, associations, telecommunications carriers, electronic funds transfer, privacy, and direct marketing, regardless of whether Client uses any forms or other material supplied by FIS. Client assumes all risk and liability associated with its Accounts, including any risk of counterfeit, charged-back and fraudulent transactions. Client authorizes FIS to comply with all laws applicable to the Mobile App Service, including any that pertain to the regulation and examination of Client, and shall pay FIS any fees associated with furnishing Data and/or Output to agencies or other bodies that regulate Client.

1.10 Should Client desire to connect services provided by a third party with the Mobile App Service, FIS may require such third party to have signed an access, service provider network, or similar agreement with FIS or one of its Affiliates. FIS may also require Client to obtain written approval of such third party from FIS prior to the integration of such party's functionality with the Mobile App Service.

1.11 Under no circumstances shall FIS have any liability for any defect, losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees, (collectively "**Losses**") caused, directly or indirectly, in whole or in part, by: (i) Client; (ii) a third party; (iii) abuse, misuse, alteration or use that is inconsistent with these Terms or the Documentation; (iv) incorrect or incomplete Data used or made available by Client or End User; (v) software, hardware or systems not supplied by FIS; (vi) Internet service providers or telecommunication carriers or operators; or (vii) any other failure not directly attributable to FIS. In any event, FIS shall have no obligation with respect to any Losses or a defect unless: (a) Client reasonably assists FIS in the diagnosis and correction of the cause; (b) Client provides a written description of the defect or Losses to FIS within ten days of first occurrence; (c) Client performs diagnostic and remedial actions reasonably requested by FIS; and (d) the defect is reproducible by FIS. In the event an error or irregularity in a Mobile App Service was not caused by FIS, then Client shall pay FIS its then-current rates for diagnosing the cause.

1.12 COMPLIANCE. Client shall be solely responsible for: (i) any disclosure to its End Users and the terms and conditions for each Client product or service made available through the Mobile App Service; (ii) determining the authority of any person accessing a Client product or service; (iii) preparing, maintaining, and monitoring compliance and verifiable documentation with respect to the foregoing; and (iv) compliance with applicable Laws, regardless of any advice or Materials provided by FIS. Client shall promptly notify FIS of any modifications to the Mobile App Service it believes are required by applicable Law. FIS may modify the Mobile App Service as it deems necessary or desirable to comply with such Laws and add new features or capabilities. FIS will be entitled to charge additional fees for any new or enhanced capability or feature.

1.13 TERMINATION. In addition to the termination rights set forth in the Agreement, FIS may terminate the Mobile App Services in the event that FIS' agreement with a licensor or provider expires or is terminated.



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## END USER TERMS AND CONDITIONS

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1. **OWNERSHIP.** You acknowledge and agree that a third party provider or licensor to your financial services provider (“**Licensor**”) is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile access services from your financial services provider 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 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 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 OF 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. **LIMITATION OF LIABILITY.** 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 Florida, 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 Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is 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.



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## ACCEPTABLE USE POLICY, CONTENT STANDARDS AND OTHER CLIENT REQUIREMENTS

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1. **HOSTING OF CONTENT.** Client shall make the Content available for access by End Users through the Mobile App Service. Client is responsible for the accuracy and applicability of all Content and updating and maintaining its website and content to support the proper functioning of each Mobile App Service. "Content" means the materials, information, products and services that are made available by Client or its affiliates for use or access by End Users via the Mobile App Service, including but not limited to data, trademarks, trade names, service marks, and iconography.
2. **STANDARDS.** With respect to each Mobile App Service, the Content shall conform to the formats and technology standards reasonably required by FIS or its licensors as provided in the Documentation. Client shall ensure that the Content complies with this Acceptable Use Policy, Content Standards and other Client Requirements, as may be modified by FIS from time to time consistent with the requirements of its licensors, the wireless operators or the SMS aggregation suppliers ("**Aggregators**"):
3. **OPT-IN/OPT-OUT REQUIREMENTS.** For so long as the software used to provide the Mobile App Service enables the following, Client shall (i) deliver messages only to end users who (a) give prior consent ("**Opt-In**") to receiving the quantity, frequency and types of messages, as applicable, to be delivered through the Mobile App Services; and (b) have been informed of an end user's right to opt-out and the process of how to opt-out of receiving messages in the future ("**Opt-Out**"); (ii) honor any such Opt-Out requests no later than 2 calendar days of receipt of such; and (iii) provide FIS with proof of any Opt-In and/or proof that Client has received and honored an Opt-Out request within 2 business days after request by FIS; Such proof for any Opt-In may be in the form of an end user request or other documentation demonstrating end user's opt-in. Client agrees that FIS may provide the proof described above to its licensors.
4. **CONTENT.** Client will use commercially reasonable efforts to not use the Mobile App Services or permit the Mobile App Services to be used to transmit Inappropriate Content. For purposes of these Terms, Inappropriate Content will mean any Content that (a) is unsolicited, including without limitation, "spam," "junk messages" or unauthorized "bulk" messages and (b) causes the introduction of "viruses," "worms," "Trojan horses," "e-mail bombs," "cancelbots" or other similar computer programming routines into the platform of FIS or an Aggregator; (c) is unlawful (including, without limitation, obscene, defamatory or libelous) or offensive as any Aggregator or any telecommunications carrier determines in its sole discretion, respectively; (d) is misleading or inaccurate; or (e) infringes the intellectual property of any person or entity. Client shall comply with the Mobile Marketing Association Code of Conduct at <http://mmaglobal.com/policies/code-of-conduct>, as amended from time to time.
5. **RESPONSIBILITY FOR CONTENT.** Client is responsible for all its Content, including but not limited to: initiation, registration and setup for each End User with respect to their use of the Content; password issuance and authentication; processing and providing all "back end" services associated with the Content; data security; handling and transmission of End User funds; the terms and conditions applicable to the Content (including the application of any fees); End User support and End User disputes related to the Content; and compliance with all applicable laws and any rules or regulations of any payment network or association with respect to the Content. Client has and will maintain all necessary licenses, permits and governmental approvals required in connection with its provision of the Content.