

CONSUMER MOBILE BANKING TERMS AND CONDITIONS

Thank you for using Mobile Banking ("Services") and any related Software ("Software") provided by **Bank of Washington** ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

Terms and Conditions:

Text Banking & Alerts:

- a) Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b) Questions: You can contact us at "www.bankofwashington.com" or [636-239-7831], or send a text message with the word "HELP" to this number: [96924]. We can answer any questions you have about the program.
- c) To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d) The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

Consumer Mobile Banking – Consumer Mobile Banking is available to customers enrolled in online banking. The service requires a mobile device with a valid phone number. Mobile Banking services may be delivered via 1) SMS text messages, 2) a WAP browser with a communication to the internet, or 3) the Bank of Washington downloadable App through the App Store, Google Play or the Amazon Marketplace stores. Customers will enroll by choosing the 'Options' menu located within consumer online banking site or download the app directly from their respective store and confirming their online banking access ID and Password. Customers who use the Application or the WAP browser will input their online banking Password each time the mobile site is accessed.

Once the enrollment has been complete customers can either send a SMS text message that includes a command (Bal, Hist, ATM, Branch or Both) to 96924 and a response will be sent via SMS message. With the WAP browser or downloadable app, customers can locate Bank of Washington ATMs and branches, view balances and transactions, transfer funds, and pay bills (customers must be enrolled into CheckFree online bill payment service to pay bills via mobile device).

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

MOBILE DEPOSIT SERVICE – User Agreement

This Bank of Washington Mobile Deposit Service User Agreement (the "Agreement") is entered into by Bank of Washington (the "Bank") and you, the Customer. The Agreement governs your use of the Mobile Deposit Service (the "Service"). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In addition to this Agreement, your Account is also governed by our Terms and Conditions Agreement and Disclosures, including but not limited to the section entitled "Funds Availability Policy" (together, the "Deposit Agreement"). If the terms and conditions of this Agreement conflict with those of the Deposit Agreement, the terms and conditions of this Agreement supersede the terms and conditions of the Deposit Agreement, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Deposit Agreement.

Definitions - As used in this Agreement, the words "You" and "your" means: a person who has applied for the Mobile Deposit Service for personal use. "Bank," "we," "us" and "our" mean Bank of Washington and its successors or assigns. "Account" means your deposit account with us to which you are authorized to make a deposit using a Capture Device. "Capture Device" means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process. "Check 21" means the Check Clearing for the 21st Century Act. "End User License Agreement" means the agreement as set forth in Schedule A hereto governing the use of the application software you must download to your Capture Device in order to use the Service. "Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify. "Image Replacement Document" or "IRD" means a substitute check, as defined in Check 21. "Item" is an original: check, cashier's check, official check, United States Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under Regulation CC. "User Guide" means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

TERMS -

1. **Mobile Deposit Service.** Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States.
2. **Hardware and Software Requirements.** You agree to transmit an Image to us using a mobile device compatible to the Bank of Washington's mobile app. You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems. You agree to implement and maintain specific internal security controls to protect the Capture Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time. You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to telephone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service, which we may amend from time to time.
3. **Image Quality.** The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).
4. **Processing Images.** You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice to you.
5. **Limits.** We may establish limits on the dollar amount and/or number of Items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$1,000 per day.
6. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Bank of Washington is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an 'item' within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you **will not** scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks in amounts over \$1,000
- Checks payable to any person or entity other than you
- Checks that have been previously deposited or have been converted to a image replacement document
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks made payable to Cash
- Checks that have been previously returned stop payment or account closed
- Checks that have previously been submitted through a remote deposit capture service offered at any other financial institution
- Post-dated Checks or Stale-Dated Checks
- Unsigned Checks or not dated Checks
- Money orders, traveler's checks or savings bonds
- Starter Kit Checks
- Foreign Checks or checks not payable in United States currency
- Checks prohibited by the Bank of Washington's current procedures relating to the Service of which are otherwise not acceptable under the terms of your Bank of Washington account

Please Note: All items are subject to bank review and verification.

7. Deposit of Other Items; Deposits when Service Not Available. In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
8. Returned Items. You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.
9. Handling of Transmitted Items. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentation of the Item by any other means. We recommend that you retain the Item for a minimum of five (5) calendar days from the date of the Image transmission, and thereafter to destroy each Item of which you have transmitted an Image after fourteen (14) days.
10. Rejected Deposits. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.
11. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
12. Payment Processing.
 - a) Item Processing. At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.
 - b) Transmission of Items. To confirm that your image was transmitted and error free, view Deposit history (deposit pending). As stated in Section 4 of this Agreement, we may refuse to process any Image you send to us for any reason or no reason.
 - c) Funds Availability. If an Image you transmit through the Service is received and accepted before 5:00 pm Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from Items deposited through the Service will be made available to you pursuant to our Funds Availability Policy. See the section entitled "Funds Availability Policy" in your Deposit Agreement.
 - d) Notices. You consent to the electronic delivery of hold and error in deposit notices. Notices may be sent to your e-mail address.
13. **Required Endorsement, Sign your check and write "For Mobile Deposit Only", or if available, check the box next to the signature line, indicating a mobile deposit. Your deposit may be declined if a deposited check is not properly endorsed.**
14. Representations and Warranties. You make the following representations and warranties to us:
 - a) You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
 - b) You will use the Service to transmit and deposit Images of Items only.
 - c) You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
 - d) You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
 - e) Items have not been altered.
 - f) Each Item bears all required and authorized endorsements.
 - g) All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Missouri, in addition to any other warranties made by us to any third party under any applicable law.
 - h) All Images accurately and legibly represent all of the information on the front and back of the Item.
 - i) You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.

- j) No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
 - k) You will use the Service as required by this agreement.
 - l) Your understanding that acceptance of the End User License Agreement is required for use of the Service.
 - m) You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
15. **Indemnification and Limitations on Liability.** In addition to the indemnifications and limitations on liability contained in the Terms and Conditions Agreement and Disclosures, you hereby indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein. BANK OF WASHINGTON SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BANK OF WASHINGTON SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY BANK OF WASHINGTON ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK OF WASHINGTON MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
16. **Intellectual Property.** You agree that Bank of Washington retains all ownership and proprietary rights in the Service associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your compliance with the Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) for any purpose with would be contrary to Bank of Washington's business interest, or (ii) to Bank of Washington's actual or potential economic disadvantage in any aspect. You may use the Service only for personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
17. **Termination.** If Customer wants to terminate his or her access to the Service, he or she may call the Bank of Washington at 636-239-7831. The Bank of Washington reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.
18. **Amendment.** From time to time the Financial Institution may amend any of the terms and conditions contained in the Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Customer or such later date as may be stated in the Financial Institution's notice to the Customer. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that may be deemed your acceptance of and agreement to the change.
19. **Governing Law.** This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of the State of Missouri. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs.
20. **Miscellaneous.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

SCHEDULE A – END USER LICENSE AGREEMENT

Bank of Washington ("Application Provider") is willing to license the Mobile Deposit Application ("Application"), to you ONLY IF YOU ACCEPT ALL OF THE TERMS IN THIS END USER LICENSE AGREEMENT ("License"). Application Provider is not willing to make the Application available under any other terms or subject to any conditions.

BEFORE YOU CHOOSE THE "I AGREE" BUTTON BELOW, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE. BY CHOOSING THE "I AGREE" BUTTON YOU ARE: CONSENTING TO BE BOUND BY THIS LICENSE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE, OR DO NOT REPRESENT THE FOREGOING, CHOOSE THE "DECLINE" BUTTON, IN WHICH CASE YOU WILL NOT AND MAY NOT RECEIVE, INSTALL OR USE THE APPLICATION.

- Any use of the Application other than pursuant to the terms of this License is a violation of United States and international copyright laws and conventions.
1. **Grant of License.** Application Provider hereby grants you a limited, non-exclusive, non-transferable license to install the Application on your mobile device for your personal or small business use. You may not (and shall not permit any third party to): (i) copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof; (ii) rent, lease, lend, sell, redistribute or sublicense the Application; or (iii) otherwise exercise any other right to the Application not expressly granted in this License. The terms of this License will govern any upgrades provided by Application Provider that replace and/or supplement the original Application.
 2. **Ownership of Application.** This License does not convey to you an interest in or to the Application, but only a limited right of use revocable in accordance with the terms of this License. The Application is NOT sold to you, and all rights not expressly granted herein are reserved to Application Provider and its licensors. Application Provider and its licensors own all right, title and interest in and to the Application. No license or other right in or to the Application is granted to you except for the rights specifically set forth in this License. You hereby agree to abide by United States copyright law and all other applicable laws of the United States and other nations and by any applicable international treaties.
 3. **Consent to Use of Data.** You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Application. Application Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.
 4. **Termination.** This License is valid until terminated by you or Application Provider. Application Provider may terminate the License at any time or for any reason. Your rights under this License will terminate immediately if you breach any term of this License. Upon termination of this License, you shall immediately cease all use of the Application and destroy all copies, full or partial, of the Application.
 5. **No Warranty.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

6. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLICATION PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.
7. **Export Controls.** You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
8. **United States Government End Users.** The Application is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all United States Government End Users acquire the Application with only those rights set forth herein.
9. **Governing Law.** This License and the use of the Application is governed by the jurisdiction chosen by the specific Application Provider. Your use of the Application may also be subject to other local, state, national or international laws.