

Terms and Conditions for LiaFi, a Financial Technology Platform for Small Businesses

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1. Introduction

These Terms and Conditions (“Terms”), last updated July 19,2024, together with any addenda, exhibits, our Frequently Asked Questions (FAQs) or other documents and agreements referenced herein, govern your access and use of the LiaFi platform and the LiaFi application (collectively the “Platform”) made available to you by Lia Group LLC (“LiaFi” “we” “us”) that enable a user to open a Magnolia Bank Deposit Account and receive cash flow analytics and tools (collectively the “Services”).

By accessing the Platform or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Platform.

2. Definitions

2.1 “Administrator” means the person identified by Company in its application and in Company’s authorizing resolutions as the primary contact person for purposes of communicating with Bank regarding the Services and designating the Authorized Users. An Administrator is a Collaborator.

2.2 “Bank”: Magnolia Bank, a Kentucky state chartered bank, member FDIC.

2.3 “Business Customer”: refers to anyone other than a consumer who owns or holds a Deposit Account at the Bank that is used primarily for business purposes.

2.4 “Business Day”: Any calendar day other than Saturday, Sunday, or any holiday recognized by the Federal Reserve Bank.

2.5 “Business Day Cutoff”: The cut-off time before which we must receive a Funds Transfer order for posting purposes as disclosed to you in our FAQs.

2.6 “Collaborator”: Any individual or agent whom you allow to use the Service, your Password or other means to access your online accounts. Collaborators may be granted full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

2.7 “Company”: The legal entity for which you are using the Platform and opening a LiaFi Account, also referenced as “you” and “your” herein.

2.8 “Content”: Any information, data, numerics, text, software, code, or other materials uploaded, posted, submitted, or otherwise provided by you or other institutions on the Platform.

2.9 “Deposit Account”: Your interest bearing demand deposit account opened with Magnolia Bank.

2.10 “Fees”: The charges associated with using the Platform and the Services as agreed to herein.

2.11 “Funds Transfer”: A funds transfer as defined in Article 4A of the Uniform Commercial Code, if initiated by one or more “payment order” received by Bank from Company and includes ACH transfer orders and wire transfer orders.

2.12 “Initial Administrator”: The individual who initially enrolls on behalf of the company. The Initial Administrator is an individual who is both an authorized signer on an eligible bank account and has been given the authority to establish and manage Administrator access to the Platform and Digital Banking Service. The Initial Administrator is considered to have full authority to act on behalf of the Company and any other Administrators, Collaborators and Viewers. An Initial Administrator can designate, assign certain rights and remove Administrators.

2.13 “LiaFi Account”: Your online account on the Platform, which provides you access to the Services.

2.14 “Password”: A phrase that is known solely by you and not by us or our service providers, that you use to access the Service.

2.15 “Username”: An access identification code used to access the Service.

2.16 “Viewer”: The Viewer has access to the Platform, but no rights to issue Funds Transfers.

3. Eligibility

3.1 To use the Platform and access the Services, you must i) be at least 18 years old and able to form legally binding contracts; ii) be a legally registered business entity in the United States or established sole proprietorship; iii) not be on any OFAC (defined below) or similar restricted party list; and iv) affirmatively accept these Terms and the Magnolia Bank Deposit Account Agreement.

3.2 We reserve the right to not make the Services available to businesses engaged in certain industries, including but not limited to the following: gambling, adult entertainment, sexual encounter firms, illegal substances, other controlled substances (including medicinal marijuana, marijuana, cannabis, and hemp) and paraphernalia, money service businesses, debt resolution service businesses, exchanges of virtual currency (e.g., cryptocurrency), and political campaigns.

3.3 As required under the laws and regulations for United States Treasury Office of Foreign Asset Control (“OFAC”) compliance we reserve the right to check the names and addresses of all owners of a business and the business itself against the OFAC Specially Designated Nationals and Blocked Persons database. We may block and /or reject transactions until we are satisfied that you and your business are not subject to OFAC sanctions.

3.4 In addition, Company may not offer or provide any banking or financial services to any third parties through the LiaFi Account.

4. LiaFi Account Creation and Use

4.1 You are responsible for maintaining the confidentiality of your LiaFi Account credentials and for all activities that occur using the Services.

4.2 You agree to provide accurate and complete information when creating and maintaining your LiaFi Account. LiaFi is not liable for any adverse effect as the result of Company’s failure to maintain accurate LiaFi Account information including but not limited to accessing information through the website due to failure to notify of a change to email address.

4.3 You agree to comply with all applicable laws and regulations in your use of the Platform and the Services.

4.4 You are prohibited from using the Platform or the Services for any illegal or unauthorized purposes, including but not limited to money laundering, fraud, or other financial crimes.

5. Privacy Policy

Please refer to our Privacy Policy [located here](#) for information about how we collect, use and disclose information about our users. Banking services are made available by Magnolia Bank, a Kentucky state chartered bank, Member FDIC. Please refer to Magnolia Bank’s Privacy Policy [located here](#) for information about how Magnolia Bank collects and uses your information. By agreeing to these Terms, you also agree to our Privacy Policy, incorporated herein by reference (“Privacy Policy”), and you acknowledge that you will regularly visit the Terms and our Privacy Policy to familiarize yourself with any and all updates.

6. Services

6.1 The specific Services offered by LiaFi may change from time to time. We reserve the right to modify, suspend, or discontinue any Service at any time without notice. We reserve the right to

modify, edit or change these Terms at any time without notice. You are responsible for understanding the terms and conditions specific to each Service you use.

6.1.2 LiaFi's cash flow tool will monitor, analyze and provide foresight for your business finances once you provide adequate information; including business type, EIN, industry, as well as access to historical digital bank account information and historical transactions. You agree to release information shared through this platform and authorize LiaFi to use this information to provide you personalized recommendations, including actionable strategies to improve cash flow, reduce expenses, and identify additional revenue streams.

6.1.3 The Services offer a Cashflow Score (the "Tor Score") to aid the Company in optimizing its business payments. The Company Tor Score is refreshed every Business Day. Company can access the Tor Score by accessing the Platform. Company acknowledges it is Company's responsibility to access the Tor Score on a periodic basis and take action in Company's sole discretion accordingly. LiaFi and Bank assume no liability for your actions or inactions in regard to the Tor Score or the Services. In order to provide the Tor Score Company must provide historical account data. Company agrees to provide banking login credentials and to the release of the historical account data as may be stored with a financial institution not Bank. The historical account data means any and all information about your account(s) including: names, status, APR, delinquency, balances, transactions, transaction types, currency type, account memos, payments and payment history. Your authorization to share your historical account data will continue until revoked by you.

6.2 LiaFi is a financial technology company not a bank.

The Deposit Account and the Digital Banking Services are made available by Magnolia Bank, a Kentucky state chartered bank, Member FDIC. You must accept the Magnolia Bank Deposit Account Agreement [located here](#).

In the event there is a conflict between the Deposit Account terms and conditions and these Terms, these Terms shall control.

6.2.1 IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW DEPOSIT ACCOUNT.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

When you open an Account, we will ask for the following:

- your name and/or business name;
- principal place of business and physical mailing address, P.O. Box is not acceptable;
- Social Security Number (SSN), Taxpayer Identification Number (TIN) or Employer Identification Number (EIN); and,
- Other non-public personal information that will allow us to identify you.

We may also ask for your business's legal name, EIN, legal address, state of incorporation, and other information that will allow us to identify your business. We may also require proof of legal formation such as articles of incorporation, partnership agreement, assumed name certificate (DBA) or other such business formation documents to add a business name to your Deposit Account. We may also require the identifying information listed above regarding the owner or owners of the business, as well as the percentage of ownership of all ultimate business owners ("UBOs") who own 25% or more of the business.

Even if you are an existing customer of ours, we reserve the right to ask you to provide this kind of information and documentation where we may not have collected it from you in the past or we may need to update our records.

If, for any reason, you are unable to provide the information necessary to verify your identity, the personal identity of all UBOs who own 25% or more of the business, or the identity of your company is not able to be confirmed, your Deposit Account may be suspended or closed, which may result in additional fees assessed to the Deposit Account.

You are responsible for the accuracy and completeness of all information supplied to us in connection with your Deposit Account and for notifying us if you change your place of business, email address, telephone number or if there are any other changes to the information you have provided.

6.2.2 FDIC Insurance.

FDIC insurance up to the standard maximum deposit insurance amount ("SMDIA") on your deposits is available through Magnolia Bank. To the extent Account balances exceed the SMDIA with the payment of interest to the Account, or by any other means, you understand this excess amount is not protected by FDIC Insurance.

6.2.3 Minimum Deposit to Open Account

Company must deposit one-hundred (\$100) dollars to open the Deposit Account.

6.2.4 Interest on the Deposit Account

Your Deposit Account is an interest-bearing account. Interest is paid in whole cents and under standard rounding rules to calculate the amount of interest earned. This means that an amount equal to or greater than one half of one cent accrued during an interest period is rounded up to the next whole cent and an amount less than one half of one cent accrued during an interest period is rounded down to zero. Interest is compounded daily and credited to your Deposit Account on the periodic statement cycle. Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal and interest that has accrued in the Deposit Account each day. This means that the interest from your Deposit Account is calculated every day on a 365-day year (and 366-day for leap year). Interest begins to accrue on the Business Day that we receive your deposit. If the Deposit Account is closed before interest is credited, accrued interest will be forfeited. The rate at which interest may be paid on the principal balance of the Deposit Account, and the corresponding APY at which the Deposit Account would earn interest each year if all interest paid on the Account remains in the Account, can be [found here](#), which interest rate and APY may be modified by us from time to time in our sole discretion.

6.2.5 Interest is subject to Change.

The interest rate and APY on interest-bearing Deposit Accounts are subject to change at any time and you agree to these changes with the continued use of the Account. We reserve the right not to pay interest on any deposited item that is returned to us unpaid. Any interest accrued and payable for an Account will be paid to your Account.

6.2.6 Funds Availability

6.2.6.1 Your Ability To Withdraw Funds. Our policy is to make funds from received electronic deposits available on the day we receive the deposit. Once the funds are available, you can withdraw them by request. External transfer requests, via the Digital Banking Services, to pull funds from other financial institutions, are subject to a 3 Business Day hold.

If you make a deposit before our Business Day Cutoff, we will consider that day to be the day of your deposit. However, if you make a deposit after our Business Day Cutoff or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. Please refer to the Bank's funds availability policy located in your business account agreement for more information.

6.2.6.2 Longer Delays May Apply. Funds you deposit may be delayed for a longer period under the following circumstances:

- Account status: New Deposit Accounts will experience longer hold times for deposits.
- Deposit amount: Large deposits will trigger holds for verification.
- Non-Business Day: Deposits made on a non-Business Day will be considered deposited the next Business Day.
- Company has overdrawn your Deposit Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than five (5) Business Days after the day of your deposit.

6.2.7 Deposit, Direct Deposits, ACH Credits or Wires from an External Account at Another Financial Institution.

We only accept electronic entries and wires you deposit, and such deposits will be handled on your behalf. The following deposits are not accepted:

- Mobile deposits;
- Third-party checks;
- In-person or mailed cash or check deposits;
- International payments;
- Cash deposits;
- FedNow deposits;
- Venmo deposits;
- Money orders, or money grams;
- Coin deposits; and
- We do not accept deposits from non-registered customers on the Deposit Account.

The payee name on any direct deposit(s), ACH credit(s) or wires we receive should match the business name associated with the LiaFi Account. Deposits received in any other name may be returned to the originator.

Direct deposit(s) or ACH credit(s) may be subject to transactional limits.

6.2.8 Our Right to Limit Transactions and Account Features

For security, reputational, legal, or regulatory reasons, and verification processes, we may, at our sole discretion, with or without prior notice, limit the availability, type, amount, or number of transactions you can make, or functionality you can use, with the Deposit Account including, but not limited to:

- The ability to transfer funds to the Deposit Account;
- The ability to transfer funds from the Deposit Account;
- Restrictions to comply with applicable law or to limit our liability or exposure; and
- Other restrictions to prevent fraud or other losses.

For security reasons, to prevent fraud, and/or to comply with legal obligations, we may ask for additional information from you and from third parties.

We may put your deposit, or your withdrawal, on hold for review. If you do not adhere to our review process, your deposit or withdrawal may be delayed or declined, and we reserve the right to take any actions necessary with your Deposit Account, including the closure of your Deposit Account. Withdrawal limits may apply.

We reserve the right to limit or refuse your use of a particular payment method for any reason at our sole discretion. We may impose limitations on the size, frequency, and timing of deposits or withdrawals. We may decline to make deposits, withdrawals or otherwise deny you use of the Account, and we may decline to explain why.

6.2.9 Get It Back Button

You may make withdrawals of your available funds from your Deposit Account by accessing the “Get It Back Button” Deposit Account feature. If all information is accurate and there are no alerts for suspected fraud, or other potential security issues then funds returned to Customer also adhere to the general guidelines of standard ACH typically available within 1-2 business days.

6.2.10 Deposit Account Corrections

If funds are incorrectly deposited or transferred into the Deposit Account, Bank may correct the situation by deducting the amount of the erroneous deposit from the Deposit Account without prior notice to Company. If there are not enough funds in the Deposit Account, the Deposit Account could become in Overdraft (defined below) status.

6.2.11 No Overdrafts

An overdraft (“Overdraft”) occurs when you do not have enough money in your Account to cover your transaction. You are not permitted to Overdraft your Account. If the available balance in your Deposit Account is not sufficient to cover any withdrawal you have authorized, we can refuse to process the withdrawal. If your Deposit Account balance is in Overdraft status for any reason, you may incur an (“Overdraft Fee”) as disclosed to you in our current Fee Schedule (defined below)

and you must make a deposit immediately to bring your Account to a positive balance. If your Account is in Overdraft for more than five (5) business days you will incur a (“Continuous Overdraft Fee”) each Business Day the Deposit Account is in Overdraft. We reserve the right to exercise our right to set off for Deposit Accounts in Overdraft status for extended periods. This means we have the right to set-off any liability, direct or contingent, past, present, or future that you owe against any Account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your Account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off.

In the event a withdrawal cannot be processed due to an insufficient available balance in your Deposit Account we will charge to the Deposit Account a (“Returned Item Fee”). The Returned Item Fee will be assessed for each presentment and your re-presentment of the entry and you may incur multiple fees on the same entry.

6.2.12 Periodic Statements Duty to Cooperate

6.2.12.1 Periodic statements for the Deposit Account will be made available to Company each month and are considered to be correct. Carefully review the statement for each statement period and notify us of any discrepancies within sixty (60) days of the statement becoming available. You agree that if you fail to notify us of any discrepancies or unauthorized transactions within the 60 day period after the statement was made available to you, you cannot assert a claim against us for any discrepancy or other irregularity in that statement, and as between you and us the loss will be entirely yours without regard to whether we used ordinary care.

6.2.12.2 You may contact us regarding discrepancies or unauthorized transactions:

By phone: (866)703-8206

Write us: LiaFi

Attn Customer Service Support

P. O. Box 188

Hodgenville, KY 42748

If you report any unauthorized transaction on your Deposit Account, you agree to cooperate with us in our investigation of your claim. This includes submitting, upon our request, a written statement containing whatever information we reasonably require concerning your Deposit Account, the transaction in question and the circumstances surrounding the claimed loss. Your failure or refusal to cooperate with us in our investigation may impede or limit the scope of the investigation, making it more difficult for us to determine that an unauthorized transaction occurred.

7. Fees

7.1 You agree to pay all applicable Fees for the Services you use as outlined in this Section 7.

7.2 Fees are always subject to change, and we will provide you with reasonable notice of any Platform Fee changes, typically within one week. However, if there are any government initiated provisions then we reserve the right to make changes without notice.

7.3 You are responsible for paying all applicable taxes, if any, associated with your use of the Platform.

7.4 LiaFi Account Fees: There are no fees for the LiaFi Account and Services solely provided by LiaFi.

7.5 Your Deposit Account is subject to the Magnolia Bank Fee Schedule (the “Fee Schedule”) provided to you with the Magnolia Bank Deposit Account Agreement. Fees will be assessed to the Deposit Account at the time the service is performed or the event resulting in the Fee occurs.

8. Digital Banking Bank Account Services

8.1 Prerequisites for Enrolling in the Digital Bank Account Service

In order to enroll in the Digital Bank Account Service, you must have a Deposit Account.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128-bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Digital Bank Account Service.
- Some features of the Digital Bank Account Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in the Digital Bank Account Service, you should verify that you have the required hardware and software necessary to access the Digital Bank Account Service and to retain a copy of this Agreement

If we revise hardware and software requirements, and if there is a material change that impact your ability to access the Digital Bank Account Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

8.2 Electronic Disclosures

We may deliver amendments to these Terms, the Bank Account Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements,
- Deposit account disclosures,
- Notices regarding changes in account terms and fees,

The equipment necessary for accessing these types of disclosures electronically is described above.

By enrolling for the Service, you agree to accept notices and related disclosures in an electronic format. Acceptance of electronic disclosures is a requirement of your LiaFi account. You also

agree and represent that you have the necessary equipment for accessing the Service and for viewing electronic disclosures.

As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (eStatements). Delivery of your account statements via eStatements is a requirement of your LiaFi account. Viewers cannot access eStatements.

If you enroll for eStatements and then later close your accounts, your access to the Service will also be terminated. You may request paper copies of historical statements. A Fee for paper statement copies may apply.

You should print or save a copy of all disclosures delivered electronically. Company may request paper copies of disclosures such as these Terms and the Magnolia Bank Deposit Account Agreement.

We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, by providing notice through the Services, by e-mail or by updating these Terms (as indicated by the “Last Updated” date found at the beginning of these Terms). You agree to receive notifications through these means and your continued use of the Services will indicate your acceptance of the revised Terms. If you do not agree to any amended Terms, you must stop using the Services.

8.3 Digital Bank Account Features

The basic features that may be available through the Digital Bank Account Service include:

- Online transactional detail and history;
- Account Inquiries for balances, rates, etc.;
- Monthly Account Statements;
- Transfers between your Accounts at the Bank;
- Transfers to non-FI accounts (external transfers);
- Wire transfer requests;
- Secure messages through the Digital Bank Account Service’s messaging system; and
- Transaction downloads.

You can use the Digital Bank Account Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. Access to the Digital Bank Account Service may be slower at times due to high Internet traffic or other factors beyond our control.

8.4 Secure Messaging and Other User Services

You may use the secure messaging features of the Digital Banking Service to submit contact information changes, and/or to request documents. The secure messaging feature may also be used for secure file delivery to us. Generally, requests received through the secure messaging feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact us.

There may be additional fees associated with some of these services, Fees will be disclosed in the Fee Schedule and/or at the time of your request.

8.5 Address, Email or Funding Account Changes

When you enroll in the Digital Banking Service, we will send you a “Welcome” email. We will also send you secure messages through the Digital Bank Account Service regarding important digital banking matters and/or changes to these Terms.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made within the Service or by contacting 866-703-8206.

After you enroll, the Digital Banking Service will allow you to establish email or text alert notifications to keep you apprised of activity within your Bank Account(s).

From time-to-time we may also send emails marketing various features of the Digital Banking Service; however, we will NEVER ask you to provide any personal or account information in response to an email or text from LiaFi or the Bank.

8.6 Signature Requirements

When any online transfer, ACH, or other payment instruction is initiated through the Digital Bank Account Service, you agree that we may debit the designated Bank Account without requiring your signature on the item and without any notice to you.

Collaborators that may be assigned transactional capabilities through the Digital Banking Service must be authorized by the Company to make or approve electronic transfers, even though that person’s authority to make transfers by other means may require dual signatures.

8.7 Bank Account Balances

Balances shown in your Bank Account(s) may include deposits subject to verification. The balance reflected in the Digital Bank Account Service may differ from your records due to deposits in progress, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cutoff time to be effective the same Business Day. The balances within the Digital Bank Account Service are updated periodically and will display the most current "as of" date on the "accounts summary page". There may be situations that cause a delay in an update of your balances. In these situations, the Digital Bank Account Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

8.8 Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us for processing. However, you can edit or change a transfer that is still “pending”.

9. Internet Security

9.1 The Service utilizes a comprehensive security strategy to protect your Bank Account(s) and transactions conducted over the Internet. Prior to activating your access to the Service we will

verify your identity and authorization against information associated with the Bank Account that you request to be linked to the Service.

One of the main security features protecting the Service is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username and Password. For security purposes, do not use your account number or social security number as your Username. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact LiaFi at 866-703-8206 for assistance.

Because your Password is used to access your Bank Accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should not be shared with anyone, even Collaborators.
- The “Help” link within the Digital Banking Service will offer tips on choosing a secure Password that you can remember.

When you enroll for the Service, you agree to change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the “User Services” menu after you access the Service.

NEITHER LIAFI OR THE BANK, NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR USERNAME, PASSWORD OR VERIFICATION CODE. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT US IMMEDIATELY.

9.2 The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using the Service. Your browser automatically activates this technology when it attempts to connect to the Service. The Service requires a browser that supports 128-bit encryption, and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

9.3 Certificate Authority - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. By clicking on the lock within the Digital Banking Service, you can view the certificate to ensure it’s valid.

9.4 Cookies - During your use of the Service, our service provider will pass an encrypted *session cookie* to your computer that enables us to process multiple transactions during the session without having to provide a Username and Password for each individual transaction. You must accept this cookie to use the Service. The *session cookie* is stored on your computer's hard drive, identifying your computer while you are logged on. The *session cookie* does not contain any personal information. When you log off, close your browser, or turn off your machine, the *session cookie* will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify the Bank and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Service.

9.5 Multi-Level Authentication - We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may send you a Verification Code as described to you in our FAQs which can be used to help authenticate your login or transaction requests.

9.6 Your Security Obligations

You are solely responsible for the maintenance, installations, and operation of your computer INCLUDING THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER LIAFI OR THE BANK, NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Collaborators should sign off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet café or hotel business center) to access the Services. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send digital banking users security related notices or reminders. It is your responsibility to read all security notices.

9.7 Protecting Your Password

When you or your Collaborators accept these terms and conditions, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Digital Banking Service using a valid Username and Password, including those situations when your Username and Password are obtained due to compromise to your computer. If you permit other persons to use the Service with your Password, or other means to access the Platform, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 866-703-8206 during customer service hours. You can also contact us by sending a secure message through the Digital Bank Account Service.

IF YOU OR YOUR COLLABORATORS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE DIGITAL BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

9.8 Protecting Your Account(s)

The Service will allow Company to establish individual Usernames, Passwords, privileges for each Collaborator. Transaction history is maintained for each Username.

Company may designate one or more Collaborators empowered by Company to access the Services and to act on its behalf in connection with these Terms. The Company will appoint any delegate by resolution, or thereafter as permitted by us, whose role is described herein. We shall be entitled to rely, without any duty of further inquiry, upon any communications received from your Collaborator relating to these Terms. The Collaborator is the Company's representative authorized by you to receive all notices contemplated under these Terms. Collaborators are the persons selected by the Company as may be designated to the LiaFi and the Bank from time to time and who thereafter will be agents in fact of the Company for all purposes under the Services which you have empowered each to act. Collaborators have Company's consent to access the Services and to act on its behalf in delivering instructions and communications through the Platform relating to any of those Services, including the submission of Fund Transfer instructions

and other transaction demands. Company shall be bound by the acts, errors and omissions of its Collaborators in connection with all services. LiaFi and the Bank have the right to rely, without any duty of further inquiry, on all communications received from the Collaborators for any purpose permitted under the Deposit Account agreement. Company shall be solely responsible and liable for all acts, errors, omissions and the fidelity of its Collaborators. If Company permits, intentionally or unintentionally, any employee or third-party to perform any duty or responsibility of the Collaborator, Company shall be deemed to have authorized that person to act in a legally binding representative capacity, whether or not the person is disclosed as a Collaborator, and thus Company agrees to be liable for and bound by all acts and instructions communicated by such person(s). Company or Collaborator shall immediately inform of any additions, removals or modifications of any Collaborators, including changes due to termination or changes in job duties of a previously disclosed Collaborator. Changes to the Company's Collaborator requested in writing will not become effective until up to three (3) Business Days after receipt of such written direction, but such communicated changes shall not affect any action taken prior thereto.

Company will be solely responsible for designating its Collaborators and assigning privileges within the service.

9.9 Administrators

Administrators is an optional service for Company that may be activated at any time after your initial enrollment. Company shall be solely responsible for designating both the Initial Administrator and Administrators with Administrative Rights.

For security and auditing purposes, each Administrator should be assigned separate Usernames and Passwords. All cash management activity is tracked at the "Administrator" level and is viewable by both the Administrator originator, Collaborator and Viewer in the online history. Internal transfers are tracked for each Username.

The Administrator will need to provide the Username and temporary Password to each new Collaborator and Viewer. The temporary Password will be used to gain access to the Digital Banking Service initially. After the Administrator's initial log on, they will be prompted to set up their own unique Password, known only to them, for future use of the Digital Banking Service.

9.10 Commercially Reasonable Security Procedures

WHEN YOU ACCEPT THESE TERMS AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE DIGITAL BANKING SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND THE SAME FOR YOUR COLLABORATORS AND VIEWERS. YOU AGREE TO NOTIFY THE BANK IN THE EVENT THAT YOUR USE OF THE DIGITAL BANKING SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE DIGITAL BANKING SERVICE. IF YOU FAIL TO NOTIFY THE BANK, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE DIGITAL

BANKING SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

9.11 For the sake of clarity, all Services' requirements governing Company's access to or use of a Service to transmit or authenticate any instruction or Funds Transfer order contained within these Terms are incorporated herein as material and additional agreed upon enhancements as part of this Security Procedure.

10. Monitoring and Recording Telephone Calls and Consent to Receive Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your LiaFi Account and Bank Account we may need to contact you about your account(s) from time to time by telephone, text messaging or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may have subsequently provided to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice message, artificial voice messages, or automatic telephone dialing systems. If necessary, we may change or remove any of the telephone numbers, email address, or other methods of contacting you at any time using any reasonable means to notify us.

11. User Content

11.1 You are solely responsible for all content you post, upload to, transmit, distribute, store, create or otherwise publish through the Services ("User Content"). The User Content you provide must comply with the rules set forth below. These rules do not create any private right of action on the part of any third-party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

11.2 You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following: (i) User Content that is libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, violent, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, invasive of privacy or publicity rights, fraudulent, deceptive or otherwise objectionable; (ii) User Content that is illegal or unlawful, that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or otherwise create liability or violate any local, state, national or international law; (iii) User Content that may infringe or violate any patent, trademark, trade secret, copyright, or other intellectual or other right of any party; (iv) User Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences; (v) User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; (vi) private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers or credit card numbers; (vii) unsolicited

promotions, political campaigning, or commercial messages (SPAM) or any chain messages; (viii) User Content designed to deceive or trick the user of the Services; (ix) viruses, corrupted data or other harmful, disruptive or destructive files or code, script or other software designed to automate any functionality on the Services; or, (x) User Content that, in the sole judgment of LiaFi, is objectionable.

11.3 Although we do not control and have no obligation to screen, edit or monitor any of the User Content posted, stored or uploaded on (or otherwise made available via) the Services, we reserve the right, and has absolute discretion, to remove, screen or edit any User Content posted, stored or uploaded on the Services at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post, store or upload on (or otherwise make available via) the Services at your sole cost and expense. We take no responsibility and assume no liability for any User Content posted, stored or uploaded on (or otherwise made available via) the Services.

11.4 Except for any Section 12. Feedback you provide with respect to the Services, you retain ownership of the User Content you post, store or upload on (or otherwise make available via) the Services. You hereby grant LiaFi and our affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any manner or media, on or off the Services. You represent and warrant that: (i) you own and control all of the rights to the User Content that you post, store or upload on (or otherwise make available via) the Services or you otherwise have the right to make available such User Content via the Services and grant the rights granted in these Terms; (ii) the User Content that you post, store or upload on (or otherwise make available via) the Services is accurate and not misleading; and (iii) LiaFi's use of the User Content you supply does not violate these Terms and will not violate any rights of, or cause injury to, any person or entity.

12. Feedback

You can submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information or materials about LiaFi and the Services (collectively, "Feedback"). Feedback, whether submitted through the Services or otherwise, is non-confidential and shall become the sole property of LiaFi. LiaFi shall own exclusive rights, including all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

13. User Conduct

13.1 You are solely responsible for your conduct and the conduct of anyone who uses your LiaFi Account with respect to the Services, and you agree that you will not and will not permit anyone using your LiaFi Account to do any of the following in connection with the Services: (i) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functionality of the Services in any manner or in any way inconsistent with any documentation provided to or made available to you by LiaFi concerning the Services; (ii) flag content or report abuse for improper purposes or without good reason; (iii) use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that

violates these Terms or any other rules or policies established from time to time by LiaFi; (iv) attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose; (v) use or attempt to use another user's account; (vi) modify, adapt, hack or emulate the Services; (vii) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data; (viii) develop any third-party applications that interact with User Content or the Services without our prior consent; (ix) circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Services or third-parties; and, (x) infringe upon or violate the rights of LiaFi, our users or any third-party.

13.2 If your LiaFi Account is disabled, you, or anyone acting under your discretion, is/are strictly prohibited from creating another account with LiaFi.

13.3 LiaFi takes no responsibility and assumes no liability for any user conduct, mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter while using the Services. Your use of the Services is at your own risk. Any use of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Services.

14. Third-Party Links and Services

The Platform may contain links to third-party websites or services. We are not responsible for the content or practices of these third parties. Your use of third-party websites or services is subject to the terms and conditions of those websites or services.

15. License

LiaFi hereby grants you a limited, nonexclusive, non-sublicensable license to access and use the Services and content solely for the purpose of receiving Services under these Terms; however, such license is subject to these Terms and you are not permitted to: (i) sell, rent, lease, lend, redistribute, sublicense or make commercial use of the Services or the content; (ii) copy, reverse engineer, decompile, disassemble or attempt to discover the source code of our Services or content; (iii) modify, alter or otherwise make any derivative uses of the Services or the content, or any portion thereof; (iv) remove, alter or obscure any copyright, trademark or other proprietary rights notice included in the Services or content; (v) use any data mining, robots or similar data gathering or extraction methods; (vi) download (other than the page caching) any portion of the Services or the content, except as expressly permitted via the Services; and (vii) use the Services or the content other than for their intended purposes. Any use of the Services or the content other than as specifically authorized herein, without the prior written permission of LiaFi, is strictly prohibited and will terminate the license granted in these Terms. Such unauthorized use may also violate applicable laws, including without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated by LiaFi, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

16. Disclaimer of Warranties

THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. LIAFI DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LIAFI DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. LIAFI IS NOT RESPONSIBLE FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE PLATFORM OR SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW IN NO EVENT SHALL LIAFI BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE SERVICES, DAMAGES ARISING OUT OF OR RELATING TO YOUR USE, YOUR COLLABORATORS USE, YOUR EMPLOYEES USE OF THE PLATFORM OR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF LIAFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF THE BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS

INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THESE TERMS OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF CLEVELAND FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

18. Authorization and Indemnification

18.1 Customer authorizes LiaFi and the Bank to i) view and obtain information about the Deposit Account; ii) provide information to service providers about Deposit Account balances and transactions; and iii) transact on the Deposit Account as necessary for purposes of reconciliation, fee credits or debits, dispute-related adjustments, and any other applicable accounting corrections.

18.2 You agree to release, indemnify, and hold harmless us, the Bank, our third-party product providers, licensors, our and their affiliates, officers, employees, directors, and agents and all of our and their successors, parents, subsidiaries, affiliates, officers, directors, stockholders, investors, employees, agents, representatives and attorneys, and their respective heirs, successors and assigns from any and all losses, liabilities, damages, costs, expenses, fees (including reasonable attorneys' fees), claims, proceedings, suits and actions of any kind, and injury (including death) arising out of or relating to your use of the Services, any content, your connection to our Services, your violation of these Terms, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. This Indemnity and Release will survive termination of the LiaFi Account.

19. UETA Consent

These Terms are subject to our Uniform Electronic Transaction Act ("UETA") consent ("UETA Consent"), which is [available here](#). When you agreed to use the Services, you consented to the UETA Consent. Your consent will remain in effect until you withdraw it. You may withdraw your consent at any time by contacting us at support@liafi.co. We may limit your access to the Services if you withdraw your consent.

20. Termination

20.1 You May Close Your LiaFi Account. You may request to close your LiaFi Account at any time for any reason. However, we are not required to close your LiaFi Account at your request if you have pending credit or debit transactions with your Deposit Account, your Deposit Account is in Overdraft status, or your Deposit Account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order). In those cases, we will restrict your access to the Services, restrict the Deposit Account against all future withdrawals and other transactions, other than under legal process until pending transactions are paid or returned, the balance on your

Deposit Account is no longer negative, and any legal restriction on your Deposit Account has been released.

20.2 We May Close Your LiaFi Account. We may also close your LiaFi Account at any time, for any reason or no reason, with or without prior notice to you. We will have no liability for any action we take under this section. The closing of your LiaFi Account will terminate access to and use of the Deposit Account in which event we will return any balances to you at the latter of subject to Section 20.1 above or after thirty days. Accounts with a zero balance for ninety (90) days will automatically close.

20.3 In the event your Deposit Account is closed by you in the first ninety (90) days from Deposit Account opening, you agree to pay an early account closure (“Early Account Closure”) fee as disclosed to you in our current schedule of fees.

21. Miscellaneous

21.1 Governing Law: These Terms shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

21.2 Severability: If any provision of these Terms are declared invalid by any court of law or appropriate regulatory body, the remaining provisions of the Terms shall not be affected thereby.

21.3 Our Relationship with You: These Terms and the use of the Services does not create a fiduciary relationship.

21.4 Assignment: LiaFi may assign these Terms and its rights or delegate its obligations under without your consent. All provisions contained in these Terms shall extend to and be binding upon you and LiaFi’s successors and assigns. You may not assign these Terms to another person or entity.

21.5 Headings: The descriptive headings of these Terms are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

21.6 Force Majeure: LiaFi will not be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, internet vandalism and internet disturbance) that was beyond the party’s reasonable control.

21.7 Waiver: No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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