

# Life. Money. You., LLC Terms and Conditions

**Last Updated: May 4, 2023**

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND LIFE. MONEY. YOU., LLC CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 26). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Life. Money. You., LLC (hereinafter, “**LMY**”, “**we**”, or “**us**”) is an Illinois limited liability company that delivers financial well-being tools, resources, and services (collectively, “**Program**”) through <https://www.lifemoneyyou.com> or one of the pages thereon (“**Website**”) and its MoneyTracks™ mobile application (“**App**”), including by providing members of LMY and other end users (“**Participants**” or “**you**”) with access to goal consultants (“**Coaching**”), live events (“**Events**”), and/or content on social media and on the Financial Learning Center on the Website (“**Content**”).

These Terms and Conditions (as amended or modified from time-to-time, “**Terms and Conditions**” or “**Agreement**”) govern your use of the Program, including your use of the Website and the App. The Program is not intended for use by any individual under the age of 18 (“**Minor**”). LMY specifically disclaims any and all responsibility or obligation to monitor or verify the age or legal status of any Participant. LMY shall have no liability resulting from any use of the Program by any Minor.

Any personal information you submit to LMY or which we collect about you is governed by our Privacy Policy (“**Privacy Policy**”), available at <https://www.lifemoneyyou.com/Legal/Privacy-Policy>. The Privacy Policy is incorporated by reference into these Terms and Conditions. You acknowledge that by accessing or using the Program, you have reviewed the Privacy Policy.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I ACCEPT” OR SIMILAR BUTTON, REGISTERING FOR AN APP ACCOUNT, DOWNLOADING THE APP OR ANY APP UPGRADES, USING THE APP ON YOUR MOBILE DEVICE, OR ACCESSING OR USING THE PROGRAM (OR ANY PART OF THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE WEBSITE, APP, COACHING, EVENTS AND CONTENT), YOU ARE (1) REPRESENTING THAT YOU ARE AT LEAST 18 YEARS OF AGE AND (2) INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE WEBSITE OR THE APP. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE PROGRAM. These Terms and Conditions are effective as of the date you first click “I ACCEPT” (or similar button or checkbox) or use or access the Program, whichever is earlier.

**1. LMY MEMBERSHIP AND MEMBERSHIP DUES.** Access to all of the Program's features is available to Participants who are members of LMY. While you may be able to access the Website and some Content without becoming a member of LMY, to obtain access to other features of the Program (including access to the App), you must (i) register to become a non-owner member of LMY ("**LMY Membership**") and (ii) pay the one-time membership dues ("**Membership Dues**") specified during the registration process (or, if available, you may choose to accept an offer from LMY or another party to reimburse such Membership Dues). Membership Dues are non-refundable. Payment of Membership Dues does not create an ownership interest in LMY. Once your LMY Membership is established, your LMY Membership will remain in effect until terminated in accordance with these Terms and Conditions, including Section 8 hereof.

**2. ACCOUNT, PASSWORD, SECURITY, AND MOBILE PHONE USE.** As part of the process for creating an account to access the App ("**App Account**"), you will be requested to provide certain information, including your name, full address, phone number, email address, and date of birth. By using the Program, you agree to provide true, accurate, current and complete information as prompted by the registration process and to maintain and promptly update the App Account information to keep it accurate, current and complete. You are the sole authorized user of your App Account. You are responsible for maintaining the confidentiality of any log-in and password provided by you or given to you by LMY for accessing the App. You are solely and fully responsible for all activities that occur under your App Account, even if not authorized by you. LMY has no control over the use of any user's App Account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your App Account, or you suspect any other breach of security, you agree to contact LMY immediately.

The person signing up for the App will be the contracting party ("**App Account Owner**") for the purposes of these Terms and Conditions and will be the person who is authorized to use any corresponding App Account we provide to the App Account Owner in connection with the Program; provided, however, that if you designate any Emergency Contacts (as defined below), such Emergency Contacts will be treated as App Account Owners in the event of your incapacity or death pursuant to your instructions. As the App Account Owner, you are solely responsible for complying with these Terms and Conditions and only you are entitled to all benefits accruing thereto. Except as otherwise set forth herein, your App Account is not transferable to any other person or account. You must immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of our security or the security of your App Account.

**3. LINKS TO THIRD PARTY SERVICES AND WEBSITES.** The Program may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by LMY or association with those websites, their content, or their operators. Such links (including without limitation external websites that are framed by the Program as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. LMY does not control any such websites, and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree

that LMY is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that LMY has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites provided in the Program at its sole discretion.

The Program may allow you to access or connect your account to third-party services or products. The use of any service or website controlled, owned, or operated by a third party is governed by the terms and conditions of use and privacy policies for those services and websites. You access such third-party services and websites at your own risk. LMY expressly disclaims any liability arising in connection with your use and/or viewing of any third-party services and websites or other material associated with links to third parties that may appear on the Program. You hereby agree to hold LMY harmless from any liability that may result from the use of links to third parties that may appear on the Program, including without limitation in connection with the following services and websites:

- a) **Account Aggregation Services.** As a part of the functionality of the App, you may link your App Account with online accounts you may have with third-party service providers, such as financial institutions or insurance companies, by using account aggregation services ("**Account Aggregation Services**"). Account Aggregation Services are provided by LMY's third party service provider, Plaid Inc. ("**Plaid**"), and are subject to the terms and conditions established by Plaid, including Plaid's privacy policy. By using the Account Aggregation Services, you (i) acknowledge that LMY cannot always foresee or anticipate technical or other difficulties which may result in failure of Plaid to operate properly and (ii) agree that LMY does not assume responsibility for the timeliness, accuracy, or otherwise related to the services provided by Plaid.
  
- b) **Identity Protection Services.** As a part of the Program, you may obtain Identity theft and related remediation and reimbursement services (the "**ID Protection Services**"). The ID Protection Services available through the Program are provided by Sontiq, Inc. ("**Sontiq**") and are subject to the terms and conditions established by Sontiq, including Sontiq's privacy policy. By using the ID Protection Services, you (i) acknowledge that LMY cannot always foresee or anticipate technical or other difficulties which may result in failure of Sontiq to operate properly and (ii) agree that LMY does not assume responsibility for the timeliness, accuracy, or otherwise related to the services provided by Sontiq.

By granting LMY access to any third-party accounts, you understand that (i) LMY may access, make available and store (if applicable) any content that you have provided to and stored in your third-party account (the "**SNS Content**") so that it is available on and through the Program via your App Account, including without limitation any friend lists, and (ii) LMY may submit and receive additional information to your third-party account to the extent you are notified of this when you link your App Account with the third-party account. Unless otherwise specified in these Terms and Conditions, all SNS Content, if

any, shall be considered to be User Generated Content (as defined below). Depending on the third-party accounts you choose, and subject to the privacy settings that you have set in such third-party accounts, personally identifiable information that you post to your third-party accounts may be available on and through App. Please note that if a third-party account or associated service becomes unavailable or LMY's access to such third-party account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Program. You will have the ability to disable the connection between your App Account and your third-party accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY PROVIDERS. LMY makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and LMY is not responsible for any SNS Content.

**4. DOCUMENT MANAGEMENT SERVICES.** The App includes services that help you organize and manage your important documents and information – such as financial, insurance and estate documentation in one place – and establishes sharing protocols so that trusted persons get access to your paperwork in certain extreme life events. Information and documents are captured through a variety of means, including without limitation, using your smartphone to scan, photo, or upload documents. The ability to link your banking and investment accounts is also available through Account Aggregation Services. Materials that are captured by LMY are organized into appropriate categories for easy access. LMY gives you the ability to nominate emergency contacts (“**Emergency Contacts**”) who will be granted access to your LMY App Account if something happens to you, such as in the event of death or incapacity.

While LMY may offer suggestions and recommendations of which documents and information to include in your App Account, LMY provides no financial or estate planning, legal, or tax advice. You agree that LMY is not a law firm or an attorney, and may not perform services performed by an attorney or provide legal advice or guidance. No attorney-client relationship or privilege is created between you and LMY. Instead, you are representing yourself in any legal matter you undertake, including any legal matter relating in any manner to your use of the Program. Additionally, you agree that LMY is not a financial or estate planner, investment, or tax advisor.

**5. NOT A REPLACEMENT FOR PROFESSIONAL ADVICE.** The Program and related services provide educational content, insights, and illustrative information to assist you in your financial organization and decision-making, and is broad in scope. Accordingly, please note:

- (a) Neither LMY nor the Program is intended to provide any financial planning, investment, legal, or tax advice, though LMY may recommend providers who offer such services.
- (b) Your personal financial situation is unique, and any information and advice obtained through the Program may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial

strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances. We are not a financial, legal, or tax advisor and use of our services is not a replacement for personal, professional advice, or assistance regarding your finances.

- (c) You are solely responsible and liable for any and all financial, tax, investment, or legal decisions you make or related agreement that you become a party to regardless of whether you use the Program to assist you in making such decisions or entering into such agreement. You waive all claims against LMY for any loss or damage that may occur because of your financial, tax, investment, legal, or other similar decisions and you agree that LMY shall not be liable for any such losses or damages.

**6. PROVISION OF ACCESS.** LMY hereby grants you a non-exclusive, nontransferable, non-sublicensable, limited right to access and use the Program, (including the App, Website, Coaching, Events, and Content) during the Term, solely for use by you in accordance with the Terms and Conditions herein, including Section 1 hereof.

**7. USE RESTRICTIONS.** You shall not use any portion of the Program for any purposes beyond the scope of the access granted in these Terms and Conditions. You are not permitted, at any time, to directly or indirectly: (i) copy, modify, or create derivative works of any portion or component of the Program, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Program or any of its components; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Program, in whole or in part; (iv) remove any proprietary notices from the Program or any of its components; (v) remove and/or alter any trademark, logo, copyright and/or other proprietary and/or confidentiality notices, legends symbols and/or labels on and/or in the Program or any of its components made available by LMY hereunder; (vi) merge the Program and/or any portion thereof with any other program and/or materials; (vii) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Program, LMY's business operations and/or other Participants; and/or (viii) permit any other person and/or entity to engage in any of the foregoing conduct.

**8. TERM.** These Terms and Conditions and the license granted hereunder shall remain in effect in perpetuity, until terminated as set forth herein (the "**Term**"). You may terminate your LMY Membership at any time by sending written notice to [help@lifemoneyyou.com](mailto:help@lifemoneyyou.com). LMY will process your request to terminate your LMY Membership within ten (10) business days after receiving your request. You may cancel and delete your App Account at any time by sending written notice to [help@lifemoneyyou.com](mailto:help@lifemoneyyou.com). LMY will process your request to cancel and delete your App Account within ten (10) business days after receiving your request. After cancellation of your App Account, you will no longer have access to your App Account, including your profile or any other information through the App.

LMY reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Program at its sole discretion. LMY is not liable to you for any modification or discontinuance of all or any portion of the Program.

Following the termination or cancellation of your LMY Membership and/or App Account, LMY reserves the right to delete all your data, including any User Generated Content (as defined below), in the normal course of operation.

The provisions of these Terms and Conditions which by their intent or meaning are intended to survive such termination, including without limitation the provisions relating to disclaimer of warranties, limitations of liability, and indemnification, shall survive any termination of these Terms and Conditions and any termination of your use of the Program and shall continue to apply indefinitely.

**9. NO AGENCY RELATIONSHIP.** Use of the Program by a Participant (including, without limitation, use of the App, Website, Coaching, and Content) does not create an agent or agency relationship between LMY and any Participant. As such, LMY is not an authorized agent of any Participant and, therefore, cannot enter into arrangements on behalf of, or otherwise bind, any Participant. Likewise, no Participant is an authorized agent of LMY and, therefore, cannot enter into arrangements on behalf of, or otherwise bind, LMY.

**10. AGREEMENT TO BE BOUND.** PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING ANY PART OF THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE APP, COACHING, CONTENT, OR WEBSITE. BY ACCESSING OR USING THE PROGRAM, OR ANY PART OF THE PROGRAM, YOU, AS A PARTICIPANT, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH HEREIN (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMERS SET FORTH ABOVE AND BELOW). IF YOU ARE NOT WILLING TO BE BOUND BY AND COMPLY WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE ANY PART OF THE PROGRAM. LMY MAY MODIFY THESE TERMS AND CONDITIONS AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON THE EARLIER OF THE POSTING OF THE MODIFIED TERMS AND CONDITIONS OR YOUR NOTIFICATION OF SUCH MODIFICATIONS. YOU AGREE TO REVIEW THESE TERMS AND CONDITIONS PERIODICALLY AND YOUR CONTINUED ACCESS OR USE OF THE PROGRAM (OR ANY PART OF THE PROGRAM) SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF ANY MODIFIED TERMS AND CONDITIONS.

**11. NO ADVICE; NO OBLIGATION TO MONITOR.** PARTICIPANTS USE THE WEBSITE, APP, COACHING, CONTENT, AND ANY OTHER PART OF THE PROGRAM AT THEIR OWN RISK. LMY DOES NOT PROVIDE LEGAL, INVESTMENT, TAX, FINANCIAL, TRADING, OR OTHER ADVICE. THE INFORMATION PROVIDED IN THE PROGRAM IS FOR GENERAL EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE ADVICE OF ANY NATURE OR TO FORM THE BASIS OF SPECIFIC FINANCIAL, LEGAL, TAX, TRADING, OR INVESTMENT

ACTIVITIES OR TRANSACTIONS. LMY IS NOT A REGISTERED INVESTMENT ADVISOR, BROKER/DEALER, FINANCIAL ANALYST, FINANCIAL BANK, FINANCIAL INSTITUTION, SECURITIES BROKER, FINANCIAL PLANNER OR SIMILAR ADVISOR, PLANNER OR CONSULTANT. BEFORE USING THE PROGRAM TO MAKE AN INVESTMENT DECISION, YOU SHOULD SEEK THE ADVICE OF A QUALIFIED AND REGISTERED SECURITIES, INVESTMENT AND/OR FINANCIAL PROFESSIONAL, LEGAL PROFESSIONAL AND/OR TAX PROFESSIONAL AND UNDERTAKE YOUR OWN DUE DILIGENCE. NONE OF THE INFORMATION IN THE PROGRAM IS INTENDED AS AN OFFER OR SOLICITATION OF AN OFFER TO BUY OR SELL, OR AS A RECOMMENDATION, ENDORSEMENT, OR SPONSORSHIP OF ANY SECURITY, COMPANY, OR FUND. LMY IS NOT RESPONSIBLE FOR ANY INVESTMENT DECISION MADE BY YOU. YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT RESEARCH AND INVESTMENT DECISIONS. WHILE LMY BELIEVES THAT THE INFORMATION PROVIDED THROUGH THE PROGRAM IS CURRENT AND RELIABLE, LMY CANNOT AND DOES NOT MAKE ANY SUCH GUARANTEE OR WARRANTY. FURTHERMORE, LMY CANNOT AND DOES NOT GUARANTEE OR WARRANT ANY INFORMATION THAT YOU MIGHT RECEIVE THROUGH THE PROGRAM OR FROM OTHER PARTICIPANTS OR PROVIDERS OF INFORMATION. LMY SHALL NOT BE LIABLE TO YOU FOR YOUR RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE USE OF THE PROGRAM AND LMY DISCLAIMS ALL LIABILITY IN CONNECTION WITH SUCH INFORMATION AND ANY PRODUCTS OR SERVICES THAT YOU MIGHT RECEIVE FROM ANY PROFESSIONAL THAT LMY MAY ASSIST YOU IN LOCATING, AS WELL AS ANY COSTS IN CONNECTION WITH SUCH PRODUCTS OR SERVICES. THIS DISCLAIMER SHALL NOT EXTEND TO DAMAGES CAUSED DIRECTLY AND SOLELY BY LMY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**12. WARRANTY DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT LMY PROVIDES THE PROGRAM "AS IS" AND "WITHOUT WARRANTY" OF ANY NATURE OR KIND. LMY GRANTS NO, AND LMY HEREBY DISCLAIMS ALL, WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LMY DOES NOT WARRANT THAT (I) YOUR USE OF THE PROGRAM WILL BE UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR FREE OR WILL MEET YOUR REQUIREMENTS OR NEEDS, (II) ANY OR ALL DEFECTS OR ERRORS IN THE PROGRAM WILL BE CORRECTED, OR (III) THAT THE PROGRAM OR THE INFORMATION PROVIDED IN THE APP, COACHING, CONTENT, OR THE WEBSITE IS ACCURATE, CURRENT, OR COMPLETE.

**13. LIMITATION OF LIABILITY.** IN NO EVENT SHALL LMY OR ANY OF LMY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SERVICE PROVIDERS ENGAGED BY LMY TO FACILITATE THE PROGRAM (COLLECTIVELY "AFFILIATED PARTIES") BE LIABLE (I) TO YOU FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF

DATA, LOSS OF INCOME, LOSS OF PROFIT, LOSS OF ASSET VALUE, LOSS OF PROGRAMS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR COST OF SERVICE INTERRUPTIONS) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF LMY OR ITS AFFILIATED PARTIES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) TO ANY PERSON OTHER THAN YOU FOR ANY DAMAGES WHATSOEVER. IN ADDITION, LMY DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER PARTICIPANTS OR UNAUTHORIZED USERS (E.G., "HACKERS") OF THE APP, COACHING, CONTENT, WEBSITE, OR ANY OTHER PART OF THE PROGRAM, EXCEPT WHERE DUE TO LMY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL LMY OR ITS AFFILIATED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID BY YOU (OR BY A THIRD PARTY ON YOUR BEHALF, AND ONLY TO THE EXTENT SUCH AMOUNT IS DIRECTLY ATTRIBUTABLE TO YOU AND NOT ANOTHER PARTICIPANT) TO LMY FOR ACCESS TO THE PROGRAM.

**14. RELEASE AND WAIVER.** EXCEPT TO THE LIMITED EXTENT EXPRESSLY AGREED IN SECTION 11 AND SECTION 13 OF THESE TERMS AND CONDITIONS, YOU HEREBY WAIVE AND RELEASE LMY AND ITS AFFILIATED PARTIES FROM AND AGREE TO HOLD LMY HARMLESS FROM AND AGREE TO INDEMNIFY LMY AGAINST ANY AND ALL PRESENT AND FUTURE CLAIMS OR CAUSES OF ACTION WHATSOEVER AND ANY AND ALL LIABILITY FOR ANY LOSS OR PERSONAL INJURY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF INCOME, LOSS OF PROFIT, LOSS OF ASSET VALUE, OR LOSS OF NET WORTH THAT MAY ARISE FROM OR RELATE TO YOUR PARTICIPATION IN THE PROGRAM. THIS RELEASE SHALL BE BINDING UPON YOUR HEIRS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS.

**15.STATE BY STATE VARIATION.** SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**16. EQUIPMENT.** You are responsible for providing and obtaining all third-party software and personal computing and communications equipment necessary to gain access to the Program.

**17.INTERNET SERVICE PROVIDER CHARGES AND OTHER CHARGES.** You are responsible for all telephone, cable, or other internet service provider charges incurred by you for connecting to the Program, including the Website, and LMY assumes no responsibility or liability for any such charges, including, but not limited to, long distance charges, per minute (or unit) surcharges, and/or equipment or line costs incurred by you while accessing the Program. Any dispute or problem regarding telephone or internet



provider services are strictly between you and your telephone and/or internet service provider.

**18. ONLINE COMMUNITY USAGE.** You fully understand that the activities, discussions and communications within the Program, including the App or the Website, occur in real-time and therefore cannot be monitored, edited, censored or otherwise controlled by LMY. Notwithstanding the foregoing, however, LMY, in its sole discretion, reserves the right to monitor any and all activities within the Program. Furthermore, LMY reserves the right to remove, in its sole discretion, any content that is deemed harmful, offensive, illegal, infringing on a third party's intellectual property, or otherwise in violation of these Terms and Conditions.

**19. ACCESS; USE; COMMUNICATION CONTENT.** To avoid abusive and offensive content within the Program (and the online communities contained therein), LMY has established the following rules of usage. The sender of any communication in or through the Program shall be solely responsible for the content and information contained therein, including, without limitation, its truthfulness, accuracy and completeness. Although LMY reserves the rights to monitor, record, edit or remove any content within the Program, LMY has no obligation or responsibility to do so. In addition, LMY shall not be liable or responsible to any Participant or any other person or entity for the performance or non-performance of the monitoring, recording, editing, or removal activities mentioned above. You agree that you will not:

- Permit any other person (other than an agent acting solely on your behalf and subject to your direct supervision) to access your App Account or login credentials for any purpose.
- Unless you are acting solely on behalf another person pursuant a written agency agreement between you and such other person authorizing you to access such other person's App Account, access or attempt to access any other person's App Account, including, without limitation, by using or attempting to use another person's credentials to create an account for the App or to access another person's App Account.
- Post or transmit any message that is or could be construed as libelous, defamatory or that discloses or could be construed as disclosing private or personal matters concerning any person.
- Post or transmit any message, data, image, program or information that is or could be construed as indecent, offensive, obscene or pornographic. LMY reserves the right to take such action, as it deems appropriate, in its sole discretion, in cases where the Program, including the App or the Website, are used to disseminate any message, data, image, program or information that is or could be construed as indecent, offensive, obscene, or pornographic.

- Post or transmit any message, data, image, program, or information that would violate the property or privacy rights of others, including, without limitation, unauthorized copyrighted text, images, or programs, trade secrets, or other confidential, proprietary or personal information, or trademarks or service marks used in an infringing or misappropriating fashion.
- Interfere with any other Participant's use of the Program, including, without limitation, disrupting the normal flow of dialogue in a discussion thread or chat room.
- Intentionally post or transmit to or through the Program any file that contains a virus, bug, worm, Trojan horse, disabling device, or any other contaminating or destructive feature.
- Post or transmit any message that is or could be construed as harmful, threatening, abusive, or hateful. Relatedly, LMY does not intend to discourage you or other Participants from taking controversial positions or expressing vigorously what may be unpopular views; provided, however, that LMY reserves the right to take such action, as it deems appropriate, in its sole discretion, in cases where the App, Website, or any other portion of the Program are used to disseminate statements that are or could be construed as harmful, threatening, abusive, or hateful.
- Post chain letters or emails or pyramid schemes or any other solicitations within the Program, including in the App or the Website.
- Post the same note or comment more than once. The generally accepted word for posting many times on one topic is "spamming." Spamming is strictly prohibited.
- Violate any policy or procedure of any third-party website linked on the Program, including in the App or on the Website.
- Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Program, or that, in the sole judgment of LMY, exposes LMY or any Participant to any liability or detriment of any nature, kind, or type.

**20. OWNERSHIP AND RIGHTS.** LMY or other third parties own and retain all respective copyrights and other proprietary and intellectual property rights in the Program, including, without limitation, the content thereof. Except as otherwise expressly provided, all copyrightable material displayed on, or downloaded from, the Website, the App, or any other portion of the Program is copyrighted and may not be copied, performed, displayed, distributed, published, redistributed, transmitted, or re-transmitted without the prior written permission of LMY and, if the copyright owner is someone other than LMY, the copyright owner. You may not remove, alter or cover any copyright or other proprietary rights notices placed on or in the materials in the Program, including on the Website. All rights not expressly granted to you in these Terms and Conditions shall remain in LMY or the

respective copyright owner or the respective owner of other proprietary and intellectual property rights, as applicable.

**21. VIOLATION OF TERMS AND CONDITIONS.** In addition to any other rights and remedies available to LMY, LMY reserves the right to terminate the license granted herein, and to terminate any Participant's right to use the Program if LMY believes, in its sole discretion, that such Participant has violated the Terms and Conditions.

**22. USER GENERATED CONTENT.** "User Generated Content" is defined as any content, information, and materials that may be textual, audio, or visual that you provide, submit, upload, publish, or make otherwise available to the Program.

You shall retain all right, title, and interest in and to all User Generated Content, and any reports and other materials generated by LMY following such transmission (collectively, "Member Data"), provided, however, that you hereby grants to LMY a worldwide, royalty-free, non-exclusive license to use (i) Member Data and data generated as a result of your use of the Program solely for purposes of (x) maintaining and improving the Program and (y) providing you with access to special product offers and promotions, and (ii) non-identifiable, anonymous, aggregated data regarding your use of the Program compiled by LMY for research purposes.

You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that LMY:

- Is not involved in the creation or development of User Generated Content.
- Disclaims any responsibility for User Generated Content.
- Cannot be liable for claims arising out of or relating to User Generated Content.
- Is not obligated to monitor, review, or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the Program at its sole discretion.

You hereby represent and warrant to LMY that your User Generated Content (i) will not be false, inaccurate, incomplete or misleading; (ii) will not infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity, personality or privacy; (iii) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam or privacy); (iv) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (v) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (vi) will not contain any 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; (vii) will not represent you being employed or directly engaged by or affiliated with LMY or purport you to act as a representative or agent of LMY; and (viii) will not create liability for LMY or cause LMY to lose (in whole or in part) the services of its ISPs or other suppliers.

**23. ADVERTISER DISCLOSURE.** LMY is a wholly-owned subsidiary of Baxter Credit Union d/b/a BCU. Certain information you provide to LMY is shared with BCU and other entities in the Baxter Credit Union corporate family (“**BCU Family**”) and used to communicate information about other products and services offered by LMY and the rest of the BCU Family.

**24. TRADEMARKS/TRADENAMES.** All trademarks, service marks, trade names, logos and graphics (“**Marks**”) used in the Program are registered or common law trademarks of LMY in the United States and internationally, except third-party Marks, which are the property of their respective owners. You may not make any use of Marks without the prior written consent of LMY or, in the case of third-party Marks, the permission of their respective owners.

**25. GENERAL PROVISIONS.** The Terms and Conditions, accepted upon first accessing the Program, and any other policies, terms and conditions, or other documents and agreements from LMY that you may accept and agree to in the future contain the entire agreement between you and LMY regarding the use of the Program and may only be amended by LMY pursuant to Section 10 of the Terms and Conditions or by a writing signed by you and an authorized official of LMY. Unless otherwise explicitly stated, the provisions of these Terms and Conditions will survive termination of your access to, and use of, the Program. The Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of Illinois (without regard to the conflict of laws rules of the State of Illinois). You agree that any claim or cause of action arising out of or related to your use of the Program shall be brought exclusively in the courts of the State of Illinois sitting in Cook County, Illinois or the United States District Court for the Northern District of Illinois and the appellate courts having jurisdiction over appeals from such courts.

## **26. ARBITRATION OF CLAIMS AND DISPUTES.**

**PLEASE REVIEW THIS PROVISION CAREFULLY: IT AFFECTS YOUR LEGAL RIGHTS.**

**Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.**

### **a) Arbitration Procedures**

- i) Electing Arbitration.** Unless prohibited by law, or if you opt out as provided below, you or LMY may elect to arbitrate any claim or dispute between you and LMY arising from or related in any way to these Terms and Conditions or the Program. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (and not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small

claims court (or your state court equivalent). Unless you and LMY agree otherwise, the seat of the arbitration shall be in Cook County, Illinois.

- ii) **Arbitration Costs.** Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.
- iii) **Arbitrators and Arbitration Rules.** The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a panel of three arbitrators. Each party will select an arbitrator within ten days of the filing of the arbitration, with such selected arbitrators selecting the third arbitrator within twenty days of their appointment who will serve as chair of the panel. The arbitrators are bound by the terms of these Terms and Conditions and each will be a retired judge or attorney with experience in financial institutions.
- iv) **Effect of Arbitration Award.** The arbitrators' decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

#### **b) Federal Arbitration Act**

These Terms and Conditions are considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the U.S. Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrators.

#### **c) CLASS ACTION WAIVER**

**Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and LMY. Neither you nor LMY have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and LMY may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration.**

#### **d) General**

- i) **Severability; Survival.** Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced

without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of these Terms and Conditions.

- ii) **Available Relief.** This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or LMY's right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as setoff, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

#### e) **RIGHT TO OPT OUT**

**YOU MAY OPT OUT OF THIS ARBITRATION PROVISION AND THE CLASS ACTION WAIVER BY SENDING A WRITTEN REQUEST TO US AT LIFE.MONEY.YOU., LLC, 340 N. MILWAUKEE AVENUE, VERNON HILLS, ILLINOIS 60061 (WHICH MUST INCLUDE YOUR NAME, ADDRESS AND PROGRAM ACCOUNT INFORMATION). NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER YOU ACCESS THESE TERMS AND CONDITIONS. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR AFFECT ANY OTHER RIGHTS YOU OR LMY HAVE UNDER THESE TERMS AND CONDITIONS. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.**

#### **27. CONTACT INFORMATION.**

This program is operated by Life. Money. You., LLC.

To ask questions about these Terms and Conditions, contact us at:

Life., Money. You., LLC  
340 N. Milwaukee Avenue  
Vernon Hills, IL 60061

or via email: [LMY@BCU.org](mailto:LMY@BCU.org)