

Life. Money. You., LLC

Terms and Conditions

Last Updated: March 25, 2026

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 (SEE 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 through <https://www.lifemoneyyou.com> or one of the pages thereon (“**Website**”) to members of LMY and other end users (“**Participants**” or “**you**”). Participants have access to services and features, which may include, without limitation, financial coaches (“**Coaching**”), live events (“**Events**”), an email newsletter (“**Newsletter**”), and content on social media and on the Life Money You library on the Website (“**Content**”) (the Website, Coaching, Events, Newsletter, Content and other services and features, collectively referred to herein as the “**Program**”).

These Terms and Conditions (as amended or modified from time-to-time, “**Terms and Conditions**” or “**Agreement**”) govern your use of the Program. 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>. 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, OR BY ACCESSING OR USING THE PROGRAM (OR ANY PART OF THE PROGRAM), YOU ARE (1) REPRESENTING THAT YOU ARE AT LEAST 18 YEARS OF AGE, (2) REPRESENTING THAT YOU ARE A RESIDENT OF THE UNITED STATES OR A UNITED STATES TERRITORY, AND (3) INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE PROGRAM. 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 features of the Program without becoming a member of LMY, to obtain access to the Newsletter and other features of the Program, you must (a) register to become a non-owner member of LMY ("**LMY Membership**") and (b) 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 9 hereof.

2. ACCOUNT, PASSWORD, SECURITY, AND MOBILE PHONE USE. As part of the process for creating a LMY Membership, you may 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. You may also be prompted to establish an account ("**Account**") which may require a username, password and/or other piece of information as part of our security procedures in order to access some or all of the Program. For such Account, you agree to maintain and promptly update the LMY Membership Account information to keep it accurate, current and complete. You are the sole authorized user of your LMY Membership Account. You are responsible for maintaining the confidentiality of any username, password, and/or other information used for security credentials provided by you or given to you by LMY for accessing your Account. You are solely and fully responsible for all activities that occur under your Account, even if not authorized by you. LMY has no control over the use of any user's Account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your Account, or you suspect any other breach of security, you agree to contact LMY immediately at help@lifemoneyyou.com.

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 (a) availability or accuracy, or (b) 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.

Coaching is provided by our affiliate, Baxter Credit Union dba BCU (“BCU”), and you are required to agree to additional terms and conditions prior to accessing Coaching. You are not required to become a member of BCU to access Coaching.

4. LINKING TO THE PROGRAM AND SOCIAL MEDIA ACCOUNTS

You may link certain of your social media accounts to our Program, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Program may provide certain social media features that enable you to:

- (a) Link from your own or certain third-party websites to certain content in the Program.
- (b) Send emails or other communications with certain content, or links to certain content, in the Program.

You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- (a) establish a link from any website that is not owned by you;
- (b) cause the Program, or portions of it, to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking; and/or
- (c) otherwise take any action with respect to the Program that is inconsistent with any other provision of these Terms and Conditions.

The website or social media account from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set forth in these Terms and Conditions.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

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 decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other qualified financial advisers who are fully aware of your individual circumstances. We are not a financial, legal, investment or tax advisor and use of our services is not a replacement for personal, professional advice, or assistance regarding your finances.
- (c) 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 a sponsorship of any security, company, or fund.
- (d) 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 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 the Program for any purposes beyond the scope of the access granted in these Terms and Conditions. You may use the Program only for lawful purposes. You are not permitted, at any time, to directly or indirectly:

- (a) copy, modify, or create derivative works of any portion or component of the Program, in whole or in part;
- (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Program or any of its components;
- (c) 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;
- (d) remove any proprietary notices from the Program or any of its components;

- (e) remove or alter any trademark, logo, copyright, or other proprietary or confidentiality notices, legends, symbols or labels in the Program or any of its components;
- (f) merge the Program and/or any portion thereof with any other program or materials;
- (g) 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, or other Participants;
- (h) use the Program in any way that violates any applicable federal, state or local law or regulation, and/or
- (i) permit any other person and/or entity to engage in any of the foregoing conduct.

8. USER GENERATED CONTENT AND CONTENT STANDARDS. “**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, “**Participant Data**”), provided, however, that you hereby grant to LMY a worldwide, royalty-free, non-exclusive license to use (a) Participant Data and data generated as a result of your use of the Program solely for purposes of (i) maintaining and improving the Program and (ii) providing you with access to special product offers and promotions, and (b) 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:

- (a) is not involved in the creation or development of User Generated Content;
- (b) disclaims any responsibility for User Generated Content;
- (c) cannot be liable for claims arising out of or relating to User Generated Content;
and
- (d) 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.

We have established content standards to avoid abusive and offensive content within the Program as set forth in this Section (“**Content Standards**”). You hereby represent and warrant to LMY that your User Generated Content:

- (a) will not be false, inaccurate, incomplete or misleading;
- (b) will not infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity, personality or privacy;

- (c) 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);
- (d) will not be defamatory, libelous, threatening, harassing, hateful, or abusive;
- (e) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors;
- (f) 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, or otherwise cause harm to any system, data, or personal information;
- (g) 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/or
- (h) will not create liability for LMY or cause LMY to lose (in whole or in part) the services of its internet service providers or other suppliers.

You further represent and warrant to LMY that you will not:

- (a) permit any other person (other than an agent acting solely on your behalf and subject to your direct supervision) to access your Account or your login credentials (if applicable);
- (b) unless you are acting solely on behalf of another person pursuant to a written agency agreement authorizing you to access such other person's Account, access or attempt to access any other person's Account;
- (c) post or transmit any chain letters, emails or any other solicitations within the Program;
- (d) post the same note or comment more than once (the generally accepted word for posting many times on one topic is "spamming" which is strictly prohibited); and/or
- (e) 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 to any nature, kind or type.

9. 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. LMY will process your request to terminate your LMY Membership within ten (10) business days after receiving your request.

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.

LMY reserves the right to terminate your LMY Membership or Account or your access to any portion of the Program without notice for any reason permissible under law, including but not limited to:

- (a) causing a loss to LMY or any LMY affiliate;

- (b) failure to provide required information to LMY such as identification documents;
- (c) failure to make timely payments for products obtained from LMY or an LMY affiliate;
- (d) to stop or prevent a loss;
- (e) a breach of or unauthorized access to the Program or any LMY services;
- (f) failure to comply with any term of this Agreement;
- (g) chronic dissatisfaction with us or any LMY affiliate;
- (h) disparaging our reputation or the reputation of any LMY affiliate;
- (i) a falsification or misrepresentation made by you;
- (j) abuse or threats to anyone involved in LMY's business or that of LMY's affiliates;
- (k) inactivity and failure to engage with any aspect of the Program for a period of twelve months or longer; or
- (l) any other reason we believe appropriate to protect the interests of LMY.

Following the termination or cancellation of your LMY Membership, LMY reserves the right to delete all your data, including any User Generated Content, 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.

In addition, if you previously registered to obtain our email Newsletter and you subsequently decide you no longer wish to receive the Newsletter, you can either contact us at help@lifemoneyyou.com or use the link provided in the Newsletter to discontinue receipt.

10. NO AGENCY RELATIONSHIP. Use of the Program by a Participant 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.

11. AGREEMENT TO BE BOUND. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE PROGRAM. BY ACCESSING OR USING 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 SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF ANY MODIFIED TERMS AND CONDITIONS.

12. NO OBLIGATION TO MONITOR. NO LIABILITY FOR RELIANCE ON INFORMATION. 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.

13. 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 (A) YOUR USE OF THE PROGRAM WILL BE UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR FREE OR WILL MEET YOUR REQUIREMENTS OR NEEDS, (B) ANY OR ALL DEFECTS OR ERRORS IN THE PROGRAM WILL BE CORRECTED, OR (C) THAT THE PROGRAM OR THE INFORMATION PROVIDED IN ANY PART OF THE PROGRAM IS ACCURATE, CURRENT, OR COMPLETE.

14. 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 (A) 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 (B) 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 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.

15. RELEASE AND WAIVER. EXCEPT TO THE LIMITED EXTENT EXPRESSLY AGREED IN SECTION 12 AND SECTION 14 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.

16.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.

17. 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.

18.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, 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.

19. ONLINE COMMUNITY USAGE. You fully understand that the activities, discussions and communications within the Program 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 is otherwise in violation of these Terms and Conditions.

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 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. 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. ADVERTISER DISCLOSURE. LMY is a wholly-owned subsidiary of 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.

23. 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.

24. NOTICES. We may deliver notice to you by email, posting a notice on the Website, or any other method we choose, and such notice will be effective on dispatch. If you give notice to us, it will be effective when received. Please see our contact information in Section 27.

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 11 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: help@lifemoneyyou.com