



LAST REVISED: July 21, 2016

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE, TOGETHER WITH ALL AMENDMENTS, AND COLLECTIVELY WITH ALL EASTERN NATIONAL RULES AND POLICIES, INCLUDING THE PASSPORT TO YOUR NATIONAL PARKS PRIVACY POLICY <http://easternnational.org/Passport-To-Your-NationalParks-CompanionApp-PrivacyPolicy.pdf> CONSTITUTE THE "AGREEMENT" BETWEEN YOU ("YOU" OR "END USER") AND EASTERN NATIONAL ("EASTERN NATIONAL") REGARDING YOUR ACCESS TO AND USE OF THE PASSPORT TO YOUR NATIONAL PARKS MOBILE APPLICATION AND RELATED SOFTWARE (COLLECTIVELY, AND AS FURTHER DEFINED BELOW, "SOFTWARE"), WEBSITES AND SERVERS PROVIDED BY OR ON BEHALF OF EASTERN NATIONAL THAT ARE ACCESSED IN CONNECTION WITH YOUR USE OF THE SOFTWARE AND THAT ARE NOT PROVIDED UNDER SEPARATE TERMS AND CONDITIONS ("WEBSITES"), AND ALL ATTENDANT SERVICES PROVIDED BY OR ON BEHALF OF EASTERN NATIONAL IN CONNECTION WITH ACCESS TO AND USE OF THE SOFTWARE AND THE WEBSITES ("SERVICES") (COLLECTIVELY, THE SOFTWARE, WEBSITES, AND SERVICES ARE REFERRED TO AS THE "PLATFORM").

IF YOU ACCESS OR USE ANY PART OF THE PLATFORM, WHETHER AS AN UNREGISTERED USER OR AS A REGISTERED USER WITH AN ACCOUNT, YOU INDICATE YOUR ACCEPTANCE OF THE AGREEMENT. IF YOU HAVE NOT READ THE AGREEMENT OR DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THE AGREEMENT, DO NOT USE THE PLATFORM. IF YOU ARE ACCESSING OR USING ANY PART OF THE PLATFORM ON BEHALF OF ANY BUSINESS, ORGANIZATION, OR OTHER ENTITY OF ANY KIND, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED (A) TO ACCEPT THESE TERMS ON ITS BEHALF AND (B) TO BIND SUCH BUSINESS, ORGANIZATION, OR ENTITY TO THE AGREEMENT.

1. License Grant and Restrictions on Use.

1.1 License Grant. For purposes of the Agreement, the term "Software" shall include: (i) the Eastern National PASSPORT TO YOUR NATIONAL PARKS® mobile application, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components, (ii) any Eastern National software you gain access to by using the mobile application that is not the subject of another written agreement between you and Eastern National that expressly supersedes this Agreement, (iii) any related documentation, and (iv) any updates, modifications, or enhancements to the foregoing that are not distributed with a separate license agreement that expressly supersedes this Agreement.

Subject to the terms and conditions of the Agreement and until the Agreement is terminated as provided below, Eastern National grants you a limited, revocable, personal, non-exclusive, non-assignable, non-transferable, and non-sublicensable right to install and use the Software on an authorized and

compatible device owned and controlled by you (“Device”) and to access and use the Platform strictly in accordance with the terms and conditions of this Agreement, all applicable App Platform Terms and Conditions (as defined below), and any service agreements associated with your Device (collectively “Related Agreements”).

- 1.2 App Platform Terms and Conditions.** The licenses granted in this **Section 1** are conditioned on your compliance with the applicable terms and conditions of the app platform through which you obtained the Software, as the operator of such app platform may modify from time to time (“App Platform Terms and Conditions”). For example, if you obtained the Software through the Apple App Store (for use on an iOS device), the licenses granted under this **Section 1** are further conditioned on your compliance with the applicable terms and conditions, including the “Usage Rules,” set forth in the Apple App Store Terms and Conditions, as Apple may modify from time to time. If you obtained the Software through the Google Play platform (for use on an Android device), the licenses granted under this **Section 1** are further conditioned on your compliance with the applicable terms and conditions set forth in the Google Play Terms of Service, as Google may modify from time to time. In the event of any conflict between this Agreement and any applicable App Platform Terms and Conditions, this Agreement shall govern to the extent of such conflict.
- 1.3 Hardware and Telecommunications Service.** You must provide, at your own expense, all Devices and all telecommunications connections and service plans to access and use the Platform from your Device. In order to access and use the Platform on a particular Device, the Device needs to meet certain minimum system and compatibility requirements, which may change from time to time. Such minimum system and compatibility requirements are your responsibility. YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS THE PLATFORM FROM YOUR DEVICE. Eastern National does not guarantee that the Platform can be accessed on all wireless devices or wireless service plans, or through all telecommunications connections. Eastern National does not guarantee that the Platform is available in all geographic locations. You acknowledge that when you use the Platform, your wireless carrier or telecommunications service provider may charge you fees for data, messaging, and/or wireless access incurred when you use the Platform.
- 1.4 Registration.** As an End User, you may choose to register and create an account on the Platform. An account is not required to access and use basic features and functions of the Platform, but creating an account will provide additional features and functionality within the Platform. You will be asked to provide certain information to create an account, such as your e-mail address and a password. You agree, represent, and warrant that you shall at all times provide accurate information when registering and when using the Platform and that you shall update and maintain as accurate all such information during your use of the Platform.
- 1.5 Restrictions on Use.** The licenses granted in this **Section 1** are conditioned on your compliance with the following restrictions on use. Except as expressly

permitted under the Related Agreements or by Eastern National in writing, you shall not:

- (a)** copy, license, sublicense, sell, resell, distribute, rent, or lease the Platform, permit third parties to do so, or transfer or assign your rights under this Agreement;
- (b)** install, use, or permit the Software to exist on any device that is not authorized and owned or controlled by you;
- (c)** decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Software, except and only to the extent permitted by applicable law notwithstanding this restriction;
- (d)** make any modification, adaptation, improvement, enhancement, translation or derivative work of the Platform;
- (e)** access or use any password-protected, secure, or non-public areas of the Platform, or access, copy, modify, erase, or damage any data on the Platform not intended for you, except as specifically authorized by Eastern National;
- (f)** violate any applicable laws, rules, or regulations in connection with your access to or use of the Platform;
- (g)** use the Platform to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right;
- (h)** remove, alter, or obscure any watermarks, labels, or proprietary notices (including any notice of copyright or trademark) of Eastern National or its affiliates, partners, suppliers, or licensors that appear in the Platform or any output of the Platform;
- (i)** use the Platform for any purpose for which it is not designed or intended;
- (j)** use the Platform for any revenue generating endeavor or commercially exploit the Platform in any way;
- (k)** use the Platform for creating a product or service that is, directly or indirectly, competitive with or in any way a substitute for any product or service offered by Eastern National;
- (l)** use the Platform to send automated queries to any website or to send any unsolicited commercial e-mail;
- (m)** use any automated means to access or use the Platform, including scripts, bots, scrapers, data miners, or similar software, or display the Platform, or portions thereof, in things (e.g., framing, scraping, etc.), without Eastern National's express written permission;
- (n)** attempt to probe, scan, or test the vulnerability of the Platform or breach any implemented security or authentication measures, regardless of your motives or intent;

- (o) attempt to interfere with or disrupt access to or use of the Platform by any user, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code;
- (p) impersonate or misrepresent your affiliation with any person or entity; or
- (q) post any content to the Platform that: (i) includes any profane, obscene, defamatory, discriminatory, threatening, menacing, harassing, or violent content; (ii) depicts or suggests nudity or sexual acts; (iii) promotes hatred, including against members of a protected group under federal, state, or local law (such as, for example, a group defined by race, gender, or national origin); (iv) is objectively shocking or disgusting; (v) depicts or suggests presently occurring illegal activity; (vi) includes unlicensed proprietary content of a third party, including, e.g., third-party content protected by copyright or trademark for which you do not have a license; (vii) breaches any duty of confidentiality you may have to a third party (e.g., discloses private information about a third party without consent); or (viii) is contrary to the Agreement, including Eastern National's rules and policies.

Eastern National may suspend or terminate your account and your access to and use of the Platform at any time in its sole discretion and for any reason, including any breach of the foregoing restrictions.

- 2. Privacy Policy.** Your use of the Platform, and Eastern National's provision of the Platform, shall be governed by the Passport To Your National Parks Privacy Policy, which is a part of the Agreement and is located at:

<http://easternnational.org/Passport-To-Your-NationalParks-CompanionApp-PrivacyPolicy.pdf>

3. Operation and Fees.

3.1 Changes to Features and Functionality. The specific features and functionality of the Platform are dynamic and may change from time to time. Eastern National reserves complete discretion with respect to the operation of the Platform. Eastern National also reserves the right to limit, withdraw, suspend, or discontinue any functionality or feature of the Platform at any time.

3.2 On-line Storage of End User Content. The Platform includes functionality that permits a registered End User to create and save certain content, such as text and photos, to Eastern National Websites. This functionality is provided by Eastern National principally for your convenience with regards to organizing, personal viewing of, and temporarily backing up such content. Your use of this functionality is subject to, among other applicable terms in this Agreement, the restrictions on use in Section 1.5, including without limitation Section 1.5(q), the license to End User content granted to Eastern National in Section 5.4, and the Privacy Policy. Do not use or rely on this functionality as a means for permanently backing up your content. Eastern National disclaims any and all representations and warranties regarding the availability and integrity of such content and shall not be responsible for the deletion of or damage to any such content, with or

without prior notice to you. As with all features and functionality, Eastern National reserves complete discretion with respect to the operation of this functionality.

3.3 Fees. Eastern National will make commercially reasonable efforts to prominently display and explain any and all applicable fees and payments related to the Platform, if any. The fee and payment policy may change at any time and from time to time in Eastern National's sole discretion. Eastern National may contract with one or more third parties to facilitate the processing of fees and payments. Unless expressly stated otherwise, all fees and payments are non-refundable. Eastern National may make promotional offers with different features and different rates for products and services offered through the Platform. These promotional offers, unless made to you, shall have no bearing whatsoever on your access to and use of the Platform.

3.4 eParks. The Platform includes a link to eParks, the Official Online Store of America's National Parks®, which is operated by or on behalf of Eastern National. Your access to and use of eParks, whether through the Platform or otherwise, is subject to separate terms and conditions. In the event of a conflict between the terms of this Agreement and the separate terms and conditions specifically applicable to eParks, such terms and conditions specifically applicable to eParks shall control to the extent of such conflict.

4. Inaccuracies. Eastern National disclaims—and you release Eastern National from any liability regarding—errors, inaccuracies, and omissions of the Platform. Eastern National reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. Eastern National makes no guarantees whatsoever as to the completeness, timeliness, correctness, or accuracy of the materials or data available through the Platform. **Intellectual Property Rights.**

4.1 Rights to Platform. You acknowledge and agree that the Platform and all copyrights, patents, trademarks, trade secrets, and other intellectual property rights associated therewith are, and shall remain, the property of Eastern National and its affiliates, licensors, and suppliers. Furthermore, you acknowledge and agree that the source and object code of the Software and the format, directories, queries, algorithms, structure, and organization of the Platform are the intellectual property and proprietary and confidential information of Eastern National and its affiliates, licensors, and suppliers. This Agreement does not effect a “sale” of the any portion of the Platform and confers no title or ownership in any portion of the Platform, any intellectual property rights in the Platform, or any copies, modifications, enhancements, or derivative works of the Platform. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to the Platform by implication, estoppel, or other legal theory, and all rights in and to the Platform not expressly granted in the Agreement are hereby reserved and retained by Eastern National.

4.2 Third Party Software. The Platform may utilize or include third party software that is subject to open source or third party license terms (“Third Party Software”). You acknowledge and agree that your right to use such Third Party Software as part of the Platform is subject to and governed by the terms and conditions of the

open source or third party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms, and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to your use of the relevant Third Party Software.

4.3 Eastern National's Marks. You are not authorized to use any Eastern National trademarks, service marks, trade names, logos, tag lines, domain names, or social media handles (collectively, "**Marks**") in any advertising, publicity, or in any other commercial manner without the prior written consent of Eastern National, which may be withheld for any or no reason.

4.4 License to End User Content. By saving content to the Platform or otherwise submitting or sending any content to Eastern National, you grant Eastern National a royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such content, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. Such license includes incorporating the content, in whole or in part, into a feature of or promotional material relating to the Platform or other related product or service of Eastern National. You are responsible for the accuracy, copyright compliance, legality, decency, or all other aspects of such content. You also warrant that any moral rights in such content are waived. **IF YOU DO NOT WANT TO PERMIT EASTERN NATIONAL TO USE YOUR CONTENT AS PROVIDED IN THIS SECTION, DO NOT SAVE YOUR CONTENT WITHIN THE PLATFORM.**

4.5 Intellectual Property Infringement. Eastern National respects, and expects End Users to respect, the intellectual property rights of others. Eastern National may remove material from the Platform that appears in its sole discretion to infringe upon the intellectual property rights of others. If you believe a work protected by a copyright you own has been posted on the Platform without authorization, you may notify Eastern National and provide the following information:

- (a) a physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- (b) identification of the copyrighted work or works claimed to have been infringed;
- (c) a detailed description of the material you claim is infringing, together with information sufficient to enable Eastern National to locate it, including the URL or other description of where the infringing material appears;
- (d) your name, mailing address, telephone number, and e-mail address;

- (e) a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law; and
- (f) a statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

To notify Eastern National of a claimed copyright infringement, please contact appsupport@easternational.org

5. Third Party Properties and Services.

- 5.1 General.** You acknowledge that the Platform may refer you to physical venues, geographical sites, products, services, websites, advertisements, promotions, recommendations, advice, information, and materials created, provided, owned, under the control of, or maintained by third parties, including advertisers, publishers, content partners, marketing agents, and vendors (“Third Party Properties and Services”). For example, the Platform includes many references to physical venues and links to websites operated by or on behalf of the U.S. National Park Service. The Platform may also include functionality that permits you to share content on third-party social media platforms.
- 5.2 Disclaimer.** You acknowledge that references to Third Party Properties and Services on the Platform are provided solely as a convenience to you, your access to and use of the Third Party Properties and Services is at your sole discretion and risk, and Eastern National and its affiliates, partners, suppliers, and licensors (as applicable) shall have no liability to you arising out of or in connection with your access to and use of the Third Party Properties and Services. EASTERN NATIONAL HEREBY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY REGARDING THE THIRD PARTY PROPERTIES AND SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REPRESENTATION, WARRANTY, OR GUARANTY REGARDING THE AVAILABILITY, QUALITY, RELIABILITY, FEATURES, APPROPRIATENESS, ACCURACY, COMPLETENESS, OR LEGALITY OF THE THIRD PARTY PROPERTIES AND SERVICES.
- 5.3 Third Party Terms and Conditions.** You acknowledge and agree that your access to and use of Third Party Properties and Services and any correspondence or business dealings between you and any third party referred to you by using the Platform may be governed by and require your acceptance of applicable terms and conditions of such third party, including, without limitation, any general terms, privacy policies, representations, warranties, or disclaimers contained therein. Furthermore, you acknowledge and agree that the Third Party Properties and Services and any related third party terms and conditions are subject to change by the applicable third party at its sole discretion and without any notice. You assume all risks arising out of or resulting from your transaction of business over the Internet and with any third party, and you agree that Eastern National and its

affiliates, partners, suppliers, and licensors are not responsible or liable for any loss or result of the presence of information about or links to such third parties.

5.4 Endorsements. You acknowledge and agree that the provision of access to any Third Party Properties and Services, without more, shall not constitute or imply an endorsement by Eastern National or its affiliates of such Third Party Properties and Services. Eastern National reserves the right to restrict or deny access to any Third Party Properties and Services otherwise accessible through the Platform, although Eastern National has no obligation to restrict or deny access even if requested by you.

5.5 Inappropriate Materials. You understand that by accessing and using the Third Party Properties and Services, you may encounter information, materials, and subject matter (i) that you or others may deem offensive, indecent, or objectionable; (ii) which may or may not be identified as having explicit language, and (iii) that may automatically and unintentionally appear in search results, as a link or reference to objectionable material. Notwithstanding the foregoing, you agree to use the Third Party Properties and Services at your sole risk and that Eastern National and its affiliates, partners, suppliers, and licensors shall have no liability to you for information, material, or subject matter that is found to be offensive, indecent, or objectionable.

6. Term and Termination.

6.1 Term. The Agreement shall be effective from the time you first access or use the Platform until terminated by either you or Eastern National pursuant to the following terms.

6.2 Termination.

- (a)** You may terminate the Agreement at any time by (i) discontinuing all access to and use of the Platform, and (ii) deleting all copies and installations of the Software licensed under the Agreement.
- (b)** Eastern National may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate the Agreement and the rights afforded to you under the Agreement, with or without prior notice. If you fail to comply with any terms and conditions of the Agreement, then the Agreement and any rights afforded to you under the Agreement shall terminate automatically, without any notice or other action by Eastern National.
- (c)** Upon the termination of the Agreement, you shall cease all use of the Platform, uninstall the Software, and delete all copies of the Software in your possession, custody, or control. All rights and licenses to the Platform granted under the Agreement shall terminate immediately upon termination of the Agreement.

7. Disclaimer of Warranties. YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE PLATFORM AND ANY THIRD PARTY

PROPERTIES AND SERVICES ACCESSED THEREBY IS AT YOUR SOLE RISK AND DISCRETION. EASTERN NATIONAL AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTIES REGARDING THE PLATFORM AND THIRD PARTY PROPERTIES AND SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EASTERN NATIONAL AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS MAKE NO WARRANTY THAT (I) THE PLATFORM OR THIRD PARTY PROPERTIES AND SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE PLATFORM OR THIRD PARTY PROPERTIES AND SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE PLATFORM OR THIRD PARTY PROPERTIES AND SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EASTERN NATIONAL OR FROM THE PLATFORM SHALL CREATE ANY REPRESENTATION, WARRANTY, OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE THAT EASTERN NATIONAL SHALL HAVE NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability.

8.1 Limitation on Type of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EASTERN NATIONAL NOR ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS, NOR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES BE LIABLE TO YOU (OR TO ANY OTHER THIRD PARTY PERMITTED ACCESS TO OR USE OF ANY PLATFORM PROVIDED UNDER THIS AGREEMENT) FOR PERSONAL INJURY OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER ARISING IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), NOR FOR DAMAGES ARISING FROM DELAY; LOSS OF GOODWILL; LOSS OF OR DAMAGE TO DATA; WORK STOPPAGE; HARDWARE FAILURE OR MALFUNCTION; LOST PROFITS, LOST REVENUE, OR LOST SAVINGS (ACTUAL OR ANTICIPATED); OR ANY ECONOMIC LOSS IN CONNECTION WITH OR ENSUING FROM USE OF, OR INABILITY TO USE, THE PLATFORM PROVIDED BY EASTERN NATIONAL UNDER THIS AGREEMENT OR ANY THIRD PARTY PROPERTIES AND SERVICES, EVEN IF EASTERN NATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Limitation on Amount of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EASTERN NATIONAL'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEED FIFTY U.S. DOLLARS (\$50.00). THIS LIMITATION ON THE AMOUNT OF LIABILITY SHALL APPLY WHETHER A CLAIM ARISES IN

CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, INCLUDING BREACH OF WARRANTY OR NEGLIGENCE AND EVEN IF EASTERN NATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT.

8.3 Limitation on Time of Action. NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

8.4 Inapplicability of Limitations in Some Jurisdictions. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

9. Indemnification. You shall indemnify, defend, and hold harmless Eastern National and its affiliates, partners, suppliers, and licensors, and each of their respective officers, directors, agents, and employees (the “Indemnified Parties”) from and against any claim, proceeding, loss, damage, fine, penalty, interest, and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: (i) your access to or use of the Platform or Third Party Properties and Services; (ii) your breach of the Related Agreements (including this Agreement); (iii) your violation of law; (iv) your negligence or willful misconduct; or (v) your violation of the rights of a third party, including the infringement by you of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity. These obligations will survive any termination of the Agreement.

10. Compatibility. Eastern National does not warrant that the Platform will be compatible or interoperable with your Device or any other piece of hardware, software, or equipment installed on or used in connection with your Device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your Device to diminish or fail completely, and may result in permanent the damage to your Device, loss of the data located on your Device, and corruption of the Software and files located on your Device. You acknowledge and agree that Eastern National and its affiliates, partners, suppliers, and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

- 11. Availability and Force Majeure.** It is not possible to operate the Platform with 100% guaranteed uptime. Eastern National will make reasonable efforts to keep the Platform operational. However, certain technical difficulties, routine site and software maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of the Platform. In addition, Eastern National reserves the right at any time, and from time to time, to modify or discontinue (on a temporary or permanent basis) certain functions of the Platform, with or without notice. You agree that Eastern National shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to the Platform. In the event Eastern National's performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of Eastern National, Eastern National shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference.
- 12. Third-Party Claims.** You acknowledge that you (not Eastern National) are responsible for addressing any third party claims relating to your access to or use of the Platform, and agree to notify Eastern National of any third party claims relating to the Platform of which you become aware. Furthermore, you hereby release Eastern National from any liability resulting from your access to or use of the Platform, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
- 13. Miscellaneous.**
- 13.1 Governing Law and Choice of Venue.** This Agreement shall be deemed to take place in the Commonwealth of Pennsylvania and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania excluding conflicts of law principles. For any dispute arising out of this Agreement, you submit to the exclusive personal jurisdiction and venue of the courts with subject matter jurisdiction over the dispute located in the state courts of Montgomery County, Pennsylvania or the U.S. District Court for the Eastern District of Pennsylvania. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the Platform of which is expressly excluded.
- 13.2 Class Action Waiver.** You agree that any proceedings to resolve or litigate any dispute, whether through a court of law or arbitration, shall be solely conducted by you on an individual basis. You agree that you will not seek to have any dispute

heard as a class action, representative action, collective action, private attorney general action, or similar action.

- 13.3 Severability.** If any provision of this Agreement is held to be invalid or unenforceable with respect to a party, the remainder of this Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13.4 Non-Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.
- 13.5 Export Control.** You may not use or otherwise export or re-export any portion of the Platform except as authorized by United States law. You represent and warrant that you are not (i) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (ii) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You also agree that you will not use the Platform for any purposes prohibited by United States law.
- 13.6 Access and Use Where Prohibited.** Access to and use of the Platform are unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation this Section.
- 13.7 Operation of the Platform from the United States of America.** By accessing and using the Platform, you acknowledge and agree that Eastern National controls and operates all parts of the Platform from its offices in the United States of America and that the Platform is intended for use by End Users while located in the United States of America. Unless expressly stated to the contrary, Eastern National makes no representation that the Platform is appropriate or will be available for use in other locations. Unless otherwise explicitly stated, all marketing or promotional materials found on or accessible through the Platform are solely directed to individuals, companies, or other entities while located in the United States of America. Eastern National reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer for any feature, product, or service made on or through the Platform is void where prohibited. If you access or use the Platform from outside the United States of America, you are entirely responsible for compliance with applicable local laws and other applicable laws. You may not use any portion of the Platform in violation of applicable export laws and regulations.

If you access the Platform from outside the United States, you acknowledge and agree that your information may be transferred to and maintained on computers and servers located outside of your state, province, country, or other

governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to the Agreement followed by your submission of such information represents your agreement to the transfer of such information to the United States and the collection, use, and disclosure of your information in accordance with United States law and the Privacy Policy.

- 13.8 Modification or Amendment.** Eastern National may modify or amend the terms of this Agreement at any time and will use commercially reasonable efforts to notify you of such modification or amendment by, e.g., posting a copy of the modified or amended Agreement on the Eastern National website and/or providing a link to the modified or amended Agreement within the Platform. You will be deemed to have agreed to any such modification or amendment by your decision to continue using the Platform following the date in which the modified or amended Agreement is posted on the Eastern National website.
- 13.9 Survival.** The following sections of this Agreement and any other provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination: 2, 3, 4, 5, 6, 7, 8, 9, 10, 13 and 14.
- 13.10 Assignment.** You shall not assign this Agreement or any rights or obligations herein without the prior written consent of Eastern National. Eastern National may assign, transfer, or novate this Agreement, or assign any right or delegate any duty under this Agreement, to any third party. Eastern National will use reasonable commercial efforts to notify you of any such assignment, transfer, novation, or delegation by Eastern National. Any attempted assignment in contravention of this provision shall be null and void and of no force or effect.
- 13.11 Entire Agreement.** This Agreement including the documents incorporated herein by reference constitute the entire agreement with respect to the use of the Platform licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.
- 13.12 Headings.** The headings used in this Agreement are included solely for the purpose of convenience, and shall not be used in any way to construe, modify, explain, enlarge or restrict any of the provisions hereof.