

MoneyCoach LLC Terms of Service

Last Updated 7/13/2016

These Terms of Use, together with MoneyCoach's Privacy Policy, set forth the terms and conditions ("Terms") that apply to your access and use of all MoneyCoach products and services (together, the "MoneyCoach Services" or "Services"), that are made available through our websites including but not limited to www.moneycoach.io, as well as through certain downloadable mobile applications (together, the "Site"). "MoneyCoach" includes MoneyCoach LLC and its officers, managers, employees, consultants, affiliates, and agents. The MoneyCoach Services may include, but are not limited to, platforms that enable users to interact with financial experts regarding their personal finances; platforms that enable users to locate, evaluate and contact financial services, as well as professionals, such as third party experts, advocates, and advisors, who can provide various services; discussion forums, bulletin boards, review services, and other forums in which users may ask questions of third party advisors; and platforms that enable users to apply to pre-qualify for certain credit card or loan offers.

By using or accessing the MoneyCoach Services you agree to these Terms, as updated from time to time in accordance with Section 8 below. Because MoneyCoach provides a wide range of services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific product or service. **These Terms state that any disputes between you and MoneyCoach must be resolved in arbitration or small claims court.**

To use some of the Services, you may need to provide information such as credit scores or income numbers to us. For more information, see our Privacy Policy.

1. Registration and Account Security. To use the Services you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) register for and use the Services in

compliance with any and all applicable laws and regulations.

A. Account Registration. To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password (“Registration Information”). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from MoneyCoach for any purpose. We may verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address and/or requiring you to take steps to confirm ownership of your email address or verifying information you provide against third party databases or through other sources. If you do not provide this information or MoneyCoach cannot verify your identity, we can refuse to allow you to use the Services. By providing us with your e-mail address, you consent to receive all required notices and information. Electronic communications may be posted on the Services site and/or delivered to your e-mail address that we have on file for you. It is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate. Your consent to receive communications electronically is valid until you end your relationship with us. We reserve the right to terminate or change how we provide electronic communications and will provide you with appropriate notice in accordance with applicable law.

B. You Are Responsible For Your Account. You are solely responsible for maintaining the confidentiality and security of your password and other

Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at contact@moneycoach.io. If you become aware of any unauthorized use of your Registration or Account Information for the Services, you agree to notify MoneyCoach immediately at the email address contact@moneycoach.io.

2. Specific Requirements for Certain Services. Your use of the Services constitutes your acknowledgment and acceptance of the following specific requirements and terms of use for certain of the MoneyCoach Services.

A. App Store. If you download and use any MoneyCoach mobile applications, you may be subject to certain App Store Terms, which you can view by clicking [here](#).

3. Third Party Services.

A. Third Party Offers. The Services may also present you information relating to third party products or services (“MoneyCoach Offers”) that you may be interested in. The Services may also provide you general tips, recommendations and educational material. MoneyCoach Offers are provided to you as a convenience. MoneyCoach does not endorse, warrant or guarantee the products or services available through the MoneyCoach Offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored. MoneyCoach is not an agent or broker or otherwise responsible for the activities or policies of those websites. MoneyCoach does not guarantee that the loan, investment, plan or other service terms, rates or rewards offered by any particular advertiser or

other third party on the Site are actually the terms that may be offered to you if you pursue the offer or that they are the best terms or lowest rates available in the market. Information in the MoneyCoach Offers are provided by the third parties, and any offer is subject to the third parties' review of your information. MoneyCoach may receive compensation from third parties. The rankings of MoneyCoach Offers are determined entirely by merit, never by compensation. To do so otherwise would mean betraying the user and compromising our mission, something we absolutely refuse to do. However, rankings aside, we generally do get paid by our partners when you get a product through our site, so we're always grateful when you choose to do so! If you elect to use or purchase services from third parties, you are subject to their terms and conditions and privacy policy.

B. Advice from Third Parties. Some of the Services involve advice from third parties and third party content. You agree that any such advice and content is provided for information, education, and entertainment purposes only, and does not constitute legal, financial, tax planning, medical, or other advice from MoneyCoach. You agree that MoneyCoach is not liable for any advice provided by third parties. You agree that you are responsible for your own financial research and financial decisions, and that MoneyCoach is not responsible or liable for any decisions or actions you take or authorize third parties to take on your behalf based on information you receive as a user of MoneyCoach.

C. Sharing Information With Third Parties. To use some of the Services, you may need to provide information such as credit scores or income numbers and other sensitive financial information to us. By using the Services, you agree that MoneyCoach may collect, store, and transfer such information on your behalf, and at your sole request. More information is available in our Privacy Policy. You agree that your decision to make available any sensitive or confidential information is your sole responsibility

and at your sole risk. MoneyCoach has no control and makes no representations as to the use or disclosure of information provided to third parties. You agree that these third party services are not under MoneyCoach's control, and that MoneyCoach is not responsible for any third party's use of your information.

D. MoneyCoach Does Not Endorse Third Parties. The Services may contain links to third party websites and services. MoneyCoach provides such links as a convenience, and does not control or endorse these websites and services. You acknowledge and agree that MoneyCoach has not reviewed or performed due diligence on the content, advertising, products, services, or other materials that appear on such third party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third party websites or services.

4. Prohibited Conduct. You agree not to:

- A. Use the Services for any illegal purpose, or in violation of any local, state, national, or international law;
- B. Violate or encourage others to violate the rights of third parties, including intellectual property rights;
- C. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- D. Interfere in any way with security-related features of the Services;
- E. Interfere with the operation or any user's enjoyment of the Services, including by uploading or otherwise disseminating viruses, adware,

- spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- F. Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or extraction tools, program, algorithm or methodology or any manual process for any purpose without MoneyCoach's prior express written permission which may be withheld in MoneyCoach's sole and absolute discretion;
 - G. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, providing false or inaccurate information, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth;
 - H. Sell or otherwise transfer the access granted herein;
 - I. Attempt to gain an unauthorized access to any portion of the Services;
 - J. Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services;
 - K. Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services; or
 - L. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the services, other than the search engines and search agents available through the Services and other than generally available third-party web browsers

(such as Microsoft Explorer, Chrome, Firefox or Safari).

5. Intellectual Property and User Content. The MoneyCoach Services and its contents including its “look and feel” (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected by applicable copyright and other intellectual property laws, and no materials from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Services belong to MoneyCoach, except third-party trademarks or service marks, which are the property of their respective owners. You represent and warrant that you own or otherwise have the right to use any content you post to the Services. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact:

MoneyCoach, 5307 South Hyde Park Boulevard, Suite 801, Chicago, IL 60615
Phone: (708) 320-1284 Email: contact@moneycoach.io

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. MoneyCoach has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of MoneyCoach or others.

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

You agree that we may use any content, feedback, suggestions, or ideas you post in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the content and feedback you provide to us in any way. By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to MoneyCoach through the Services, you are licensing that content to MoneyCoach for the purpose of providing the Services. MoneyCoach may use and store the content in accordance with these Terms and this Agreement and our Privacy Statement. You represent that you are entitled to submit it to MoneyCoach for use for this purpose, without any obligation by MoneyCoach to pay any fees or be subject to any restrictions or limitations.

Except where expressly permitted, you may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.

As part of the Services, MoneyCoach may allow you to post content on bulletin boards, blogs and at various other publicly available locations on the Site. These forums may be hosted by MoneyCoach or by one of our third party service providers on MoneyCoach's behalf. You agree in posting content to follow certain rules.

You are responsible for all content you submit, upload, post or store through the Services. You are also responsible for all materials ("Content") uploaded, posted or stored through your use of the Services. You grant MoneyCoach a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. MoneyCoach is not responsible for the Content or data you submit through the Services. By submitting content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with Services and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your posted content through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of the Services and under this Agreement.

6. Indemnification. You agree that you will be personally responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless MoneyCoach, and its officers, managers, employees, consultants, affiliates, and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Services; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity,

confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. MoneyCoach reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

7. Termination. If you violate these Terms, your permission to use the Services will automatically terminate. In addition, MoneyCoach in its sole discretion may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your account at any time by contacting Customer Service at contact@moneycoach.io. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but MoneyCoach may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Services.

8. Modification of the Terms and Services. MoneyCoach reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms. MoneyCoach reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services with or without notice. MoneyCoach reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. You agree that MoneyCoach shall not be liable to you or to any third party for any

modification, suspensions, or discontinuance of the Services.

9. Disclaimers of Warranties. The Services are provided “as is” and on an “as available” basis, without warranty, guaranty or condition of any kind, either express or implied. Although MoneyCoach seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Services, and there may at times be inadvertent technical or factual errors or inaccuracies. You expressly agree that your use of the Services is at your sole risk.

- A. No Warranties. MoneyCoach specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Services. MoneyCoach is not responsible for the loss of, damage to, or unavailability of any information you have made available through the Services, and you are solely responsible for ensuring that you have backup copies of any information you have made available through the Services.
- B. No Guarantee Of Accuracy. MoneyCoach does not guarantee the accuracy, reliability or completeness of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Services.
- C. Services Provided For Informational Purposes. The information provided through the Services is provided solely for informational, educational, or entertainment purposes. MoneyCoach and the Services are not endorsed by or affiliated with FINRA, and MoneyCoach is not a financial institution or insurance provider. MoneyCoach makes no representations, warranties, or guarantees, express or implied, regarding the results or savings that may be obtained through the use of the Services. Before making any financial

decisions or implementing any financial strategy, including recommendations of third parties identified through the Services, MoneyCoach recommends that you obtain additional information and advice of accountants or other financial advisors who are fully aware of your individual circumstances.

D. No Warranties Regarding Third Parties. MoneyCoach makes no representations, warranties, or guarantees, express or implied, regarding any third party service or advice provided by a third party, or any quotes or offers provided through the Services. MoneyCoach does not endorse any particular advisor or other third party. MoneyCoach acts solely as an intermediary between you and third party service providers and expressly disclaims any and all liability for any content, products, or services provided by such service providers. See Section 3, above, for more information regarding third parties and third party services.

E. No Software Warranties. MoneyCoach does not make any representation or warranty or guarantee that the content that may be available through the Services is free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

F. Services Interruption. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that MoneyCoach, in its sole discretion, may elect to take. In no event will MoneyCoach be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.

10. Limitation of Liability. In no event will MoneyCoach be liable to you or any third party for any incidental, special, consequential, direct, indirect, exemplary, liquidated or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not MoneyCoach has been informed of the possibility of such damage, including but not limited to loss of profit, revenue or business, arising in whole or in part from your access to the Site or the use of the Services. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you. Notwithstanding anything to the contrary in these Terms or this Agreement, MoneyCoach's liability to you for any cause whatever and regardless of the form of action, shall at all times be limited to a maximum of \$500.

10A. Not a Financial Planner, Broker or Tax Advisor.

Neither MoneyCoach nor the Services are intended to provide legal, tax, investment or financial advice and the Services are intended to be educational. MoneyCoach is not a financial planner, broker, loan broker or intermediary or a tax or investment advisor. The Services are intended only as educational and to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Services 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.

10B. Use With Your Mobile Device

Use of these Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you

are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. **MoneyCoach makes no warranties or representations of any kind, express, statutory or implied as to: (i) the availability of telecommunication services from your provider and access to the services at any time or from any location; (ii) any loss, damage, or other security intrusion of the telecommunication services; and (iii) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the services.**

11. Governing Law. These Terms are governed by the laws of the State of Illinois, without regard to conflict of law principles. Subject to Section 12, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and MoneyCoach agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Chicago, Illinois, for the purpose of litigating all such disputes. We operate the Services from our offices in Illinois, and we make no representation that information and materials included in the Services are appropriate or available for use in other locations.

12. Dispute Resolution by Binding Arbitration. In the interest of resolving disputes between you and MoneyCoach in the most expedient and cost effective manner, you and MoneyCoach agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class

actions are not permitted and by using the Services you agree to such exclusion. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's claim(s). Any relief awarded cannot affect other users.

A. Claims To Be Resolved By Binding Arbitration. You and MoneyCoach agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before this or any prior Terms; claims that are currently the subject of purported class action litigation in WHICH you are not a member of a certified class; and claims that may arise after the termination of these Terms. **BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND MONEYCOACH ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT (EXCEPT AS OTHERWISE PROVIDED IN SECTION 12(B)) AND THE RIGHT TO A TRIAL BY JURY.**

B. Exceptions. Notwithstanding Section 12(A), you and MoneyCoach agree that no statement herein shall be deemed to waive, preclude, or otherwise limit either party's right to (i) bring an individual action in small claims court; (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available; (iii) seek injunctive relief in any competent court of law; or (iv) to file suit in a court of law to address intellectual property infringement claims.

C. Arbitrator. Any arbitration between you and MoneyCoach will be governed by the Commercial Dispute Resolution Procedures and the

Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting MoneyCoach.

D. Notice and Process. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to MoneyCoach should be addressed to: MoneyCoach, Inc., 5307 South Hyde Park Boulevard, Suite 801, Chicago, IL 60615 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If you and MoneyCoach do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or MoneyCoach may commence an arbitration proceeding.

E. Fees. In the event that you commence arbitration in accordance with these Terms, MoneyCoach will, at your request, reimburse you for your payment of the arbitration filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any request for payment of fees by MoneyCoach should be submitted by mail to the AAA along with your Demand for Arbitration and MoneyCoach will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you agree to reimburse MoneyCoach for all fees associated with the arbitration paid by MoneyCoach on your behalf that you otherwise would be obligated to pay under the AAA's rules. If your claim is for \$10,000 or less, you may choose whether the arbitration

will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. Any in-person arbitration hearings will take place at a location to be agreed upon in Chicago, Illinois. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

F. No Class Actions. **You and MoneyCoach agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. In addition, you agree to waive the right to participate in a class action or litigate on a class-wide basis. You agree that you have expressly and knowingly waived these rights.** Unless both you and MoneyCoach agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

G. Opt-Out. If you are a new MoneyCoach user, you can choose to reject the arbitration agreement contained in this Section 12 ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty (30) days after the date you accept these Terms for the first time. You must mail the Opt-Out Notice to the Notice Address listed in Section 12(D), above. The Opt-Out Notice must contain your name, address (including street address, city, state and zip code), and the user name(s) and email address(es) associated with the MoneyCoach account(s) to which the opt-out

applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with MoneyCoach.

H. Modifications. If MoneyCoach makes any future change to this Agreement to Arbitrate (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the Notice Address provided above. You acknowledge and agree that, in the event you reject any future such change, your account with MoneyCoach shall be immediately terminated and you will arbitrate any dispute between us in accordance with the language of this provision.

I. Severability and Enforceability. If an arbitrator or court decides that any part of this Section 12 is invalid or unenforceable, the other parts of this Section 12 shall still apply. If the entirety of this Section 12 is found to be unenforceable, then the parties agree that the exclusive jurisdiction and venue described in Section 11 shall govern any action arising out of or related to these Terms, and that the remainder of the Terms will continue to apply.

13. Modification of the Services. MoneyCoach reserves the right to modify or discontinue, temporarily or permanently, some or all of the Services at any time without any notice or further obligation to you. You agree that MoneyCoach will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services.

14. General.

A. Entire Agreement. These Terms, together with the Privacy Policy constitute the entire and exclusive understanding and agreement

between you and MoneyCoach regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

- B. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- D. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.
- E. Partner Terms. In some instances, MoneyCoach's third party partners require that MoneyCoach users agree to be bound by some additional terms of use that are specific to particular products or services ("Partner Terms"). In the event of any conflict between the Partner Terms and MoneyCoach's Terms of Use, MoneyCoach's Terms of Use govern and control.