

End User License agreement (EULA)

END USER AGREEMENT

This agreement is between West Shore Bank, 201 W Loomis St, Ludington, MI 49431 providing your Digital Banking Service and each consumer who has enrolled in this Digital Service including anyone authorized by the consumer to use the consumer's Digital Banking Service.

1. Setting up and using Digital Banking Services

To use West Shore Bank's Digital Banking service, you must have at least one eligible account with West Shore Bank. We consider eligible accounts to be checking accounts, savings accounts, money market accounts, CD's, IRA's, Consumer Loans, Home Equity Loans and Mortgage Loans. This "Agreement" is subject to other agreements between you and us including but not limited to deposit account agreements and funds availability policies. You can access all Accounts at the Bank held in your name and held jointly with others through the Digital Banking service. West Shore Bank reserves the right to limit the types of deposit and loan accounts that are available for Digital Banking services.

New Online and Mobile customers can easily self-enroll with their own device at westshorebank.com, or through the WSB Touch app. Your User ID must be a minimum of eight characters and a maximum of twenty-five characters. Your password must be a minimum of eight (8) characters and a maximum of twenty-five (25) characters and can consist of alpha-numeric and the following special characters. & + _ % @ \$ * ~

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. Upon three unsuccessful attempts to use your password, your access to System Services will be locked. You must contact us during normal business hours to have your access unlocked or to obtain a new temporary password. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down. For your protection, utilizing password save features is not recommended for financial applications. Do not leave your mobile device unattended while you are logged in to System Services. If you believe your password has been lost or stolen, please change your password immediately and notify Customer Care at 888-295-4373. If your mobile device is lost or stolen, please immediately notify Customer Care at 888-295-4373.

To help enhance your security, we recommend that you follow some general safety guidelines:

- Never walk away from your computer while logged on to this service
- Memorize your User ID and Passwords instead of writing them down
- DO NOT share your login information with anyone
- Choose passwords that are not easy to guess

You understand the importance of your role in preventing misuse of your accounts through Digital Banking and you agree to monitor your accounts regularly and promptly examine your account statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your password, login ID, and two factor authentication (2FA) are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Digital Banking Services is encrypted in an effort to provide transmission security and Digital Banking Services utilize identification technology to verify that the sender and receiver of Digital Banking Services transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that Digital Banking is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Digital Banking Services, or email transmitted to and from us, will not be monitored or read by others.

We may modify, suspend, or terminate access to the Digital Banking service at any time and for any reason without notice.

2. Business Hours/System Access

Digital Banking services are typically available 24 hours a day, seven days a week, except for circumstances in which Digital Banking services may be inaccessible for a reasonable period of time for scheduled maintenance or emergency system maintenance. We will make every effort to notify you in advance when the Digital Banking service is not available.

Business Days for Digital Banking Services are Monday through Friday excluding Federal Holidays.

You can make transfers between eligible West Shore Bank accounts until 6:00 p.m. EST on any Business Day. Transfers made after 6:00 p.m. will be credited for the next business day.

You must obtain, install, and maintain the necessary software, hardware and internet access services needed to use the Digital Banking service. West Shore Bank will not be responsible for inability to access the system from the malfunction or failure of your hardware, software, or internet access services. You will be responsible for the setup and maintenance of your computer. We will require that your browser be 128-bit encryption enabled.

3. Types of Services Available

Funds Transfers/Transaction Access: You may use Digital Banking service to perform unlimited funds transfers between eligible West Shore Bank accounts (please refer to your account agreement for transaction limitations and fees.) You can check the balances on eligible accounts along with other detailed account information, you can access images of checks and bank statements using Digital Banking.

Bill Pay Services: You can make single payments or schedule recurring payments to occur automatically on an ongoing basis (after enrolling in the service).

Mobile Deposit Services: Bank provides mobile deposit services that will allow customers to deposit monies in the form of a check to your checking and/or savings Accounts from home or other remote locations using a camera from a mobile device. To use this service, you must be a Bank checking account holder and have agreed to the Terms and Conditions, Agreements and/or Disclosures applicable to Bank accounts. Bank reserves the right to limit the availability to qualifying customers, revoke the mobile deposit capture service at any time for any reason and to limit the number of deposit items you may deposit through this service or any of its features.

a. Prohibited Transactions

You can deposit checks when using Mobile Deposit; however, there are some checks that you cannot deposit using this service. These include:

- Checks payable to any person or entity other than you
- Checks containing any alteration of which you believe to be fraudulent or not authorized by the owner of the account on which the check is drawn
- Any checks that are not in original form, with a signature, such as substitute checks or remotely created checks
- Checks written off an account at a financial institution located outside the United States
- Checks not payable in United States currency
- Travelers Checks or money orders
- Checks dated more than 30 days prior to the date of deposit

In addition, any check that you attempt to deposit using Mobile Deposit is subject to verification by Bank. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a Bank branch.

b. Receipt

West Shore Bank is not responsible for items that we do not receive. Processing and/or errors may and can occur after we acknowledge receipt that may impact transaction completion.

c. Processing Times

All Mobile Remote Deposit Capture transaction requests received after 6:00 p.m. EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

d. Availability of Funds

Once deposited, subject to the processing times above, the following rules may apply:

- Funds availability is based on what is outlined in the Bank's Funds Availability policy
- New Bank customers will be allowed a maximum \$1,000 daily limit.
- New accounts will be reviewed after 60 days and the limit will be adjusted based on good account standing.

- Current Bank customers that are in good account standing will be allowed to make mobile deposits.
- Some mobile deposits may be reviewed by Bank staff for approval and/or may be rejected.

e. Original Check Destruction

Prominently mark physical checks deposited as 'Electronically Presented' or 'Void' once you have verified that the check has cleared in your account. Also, destroy checks 7-10 days after submission to ensure they are not represented for duplicate payment. You also hereby agree not to represent any item for repayment and will be liable for checks that are presented more than once.

e. Image Quality

The image of the check must be legible and must comply with the requirement established from time to time by ANSI, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. The mobile application will notify you if an image is not acceptable and instruct you to retake the picture.

f. Limits

Mobile Deposit Capture Limits are based upon the amount of time the account has been open at the Bank. The charts below outline the limits that you can process based on that time frame. Single check Amount refers to the largest dollar amount of a check in the deposit. The daily total amount is the limit for all deposits made in a single day. The monthly total amount is the rolling limit for all deposits made through Remote Deposit Capture in the last thirty (30) days.

Customer Accounts open less than 60 days:

Single Check Amount \$1,000.00

Daily Total Amount \$1,000.00

Monthly Amount \$1,000.00

Customer Accounts open greater than 60 days:

Single Check Amount \$2,500.00

Daily Total Amount \$2,500.00

Monthly Amount \$7,500.00

Business Group:

Single Check Amount \$2,500.00

Daily Total Amount \$2,500.00

Monthly Amount \$7,500.00

Private Clients:

Single Check Amount \$10,000.00

Daily Total Amount \$10,000.00

External Funds Transfer Service other than Zelle®: External Transfer Services can be used to transfer funds between an Eligible Account and one or more External Accounts. An Eligible Account is any checking, savings or money market account owned by you and held by us, to

which you have access via Digital Banking. Business and Corporate accounts are not eligible for External Transfer Services. An External Account is an account you own personally and hold at a financial institution in the United States, other than with us. An External Transfer is a transfer to an External Account from your Eligible Account (outbound transaction), or a transfer to your Eligible Account from an External Account (inbound transaction). To activate External Transfer Services, you must have at least one Eligible Account. Your use of the External Transfer Services constitutes your agreement to be bound by the terms of this Agreement.

a. Transaction Limits

A transfer to or from an External Account may be made in an amount up to a daily external transfer limit of \$2500 for outbound transactions and \$2500 for inbound transactions.

b. Transfer Authorization and Processing

- As a user of External Transfer Services, you represent and warrant that you are a named User of each External Account, you have all necessary legal right, power, and authority to transfer funds from each External Account, and that each External Account is located in the United States.

- You will use External Transfer Services in accordance with the process set forth in Digital Banking. When you request an outbound External Transfer from your Eligible Account, you authorize us to debit your Eligible Account and remit funds on your behalf to the External Account designated by you. You also authorize us to reverse a credit to your External Account if the transaction is returned for any reason, including but not limited to insufficient funds, errors or for security reasons.

- It is your responsibility to ensure the accuracy of all information that you provide through Digital Banking when you request an External Transfer, and that you inform us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong account once we receive notice of the error and have a reasonable opportunity to act on it. However, we do not guarantee that we can stop or recover such a transfer, and we will have no responsibility or liability for any damages you may suffer as a result of incorrect information that you provided in connection with External Transfer Services.

c. Processing and delivery timeframes

- Outbound External Transfers: Transfers submitted before the 4:00 p.m. EST Business Day cutoff time from a West Shore Bank account to an External Account can take up to three (3) Business Days for the funds to be credited to the External Account, following the date of the External Transfer. Funds availability in the External Account depends upon the external financial institution's funds availability policy. The funds for the transfer will be debited from your West Shore Bank account on the Transfer Date, which is the date the funds move out of your account.

- Inbound External Transfers: Transfers submitted before the 4:00 p.m. EST Business Day cutoff time from an External Account to your West Shore Bank account will be available for use at the end of the third Business Day following the transfer date. The funds for the transfer will be credited to your West Shore Bank account on the transfer date with a hold on the funds. The

hold will be removed, and the funds made available during nightly processing on the third (3rd) Business Day following the transfer date.

d. Canceling a transfer

One-time, same-day External Transfers cannot be canceled once the transfer has been submitted. Future-dated External Transfers can be canceled via Online or Mobile Banking prior to the scheduled transfer date.

e. In the Event You have Insufficient Funds

In initiating an outbound External Transfer, you are requesting us to make a payment for you from your Eligible Account. If you attempt to transfer an amount larger than your Available Balance, we, in our discretion, may permit the transfer of the amount over and above the amount of your Available Balance, in which case you may be charged an Overdraft Fee in accordance with the terms of the depository agreement governing your deposit account. You are responsible for monitoring the status of transactions on your account.

g. Liability for Failure to Make Transfers

We will use reasonable efforts to make all your External Transfers properly. For Consumer Accounts only, if we do not make an External Transfer properly, we will be liable for your damages to the extent provided by applicable law. However, we shall incur no liability if we are unable to complete any External Transfer initiated by you under any one or more of the following circumstances:

- If, through no fault of ours, your account does not contain sufficient funds to complete the External Transfer, or the External Transfer would exceed the credit limit of any overdraft line of credit that may be available to you;
- External Transfer Services is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
- The External Transfer is refused as described below; - You have not provided us with the correct information, including but not limited to the correct information for the account to which, or from which, the External Transfer was intended to be made; and/or
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s) at which an External Account is held, or interference from an outside force) prevent the proper execution of the External Transfer and we have taken reasonable precautions to avoid those circumstances.

Under no circumstances will we have any liability to you for failing to provide you access to your accounts to conduct an External Transfer. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing External Transfers as expressly stated in this Agreement.

Unless otherwise required by law, in no event will we or our affiliates be liable to you for special, indirect, punitive, or consequential damages including, without limitation, lost profits and attorney's fees, even if we are advised in advance of the possibility of such damages.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to External Transfer Services or any related account;
- would result in our exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable law, rule, or regulation of any other federal or state regulatory authority; or
- is not in accordance with any other requirement of our applicable policies, procedures, or practices.

h. Prohibited Transfers

You agree not to use External Transfers to make any transfer including, but not limited to, using funds that were sent to you from outside the United States if the funds were accompanied by instructions specifying one or more payments to be made with those funds or to make a payment outside the United States or for any payments that violate applicable law or any other agreements with the Bank.

i. Refused Transfers

We reserve the right to refuse any External Transfer. We will notify you promptly if we decide to refuse to transfer funds per a requested External Transfer. However, this notification is not required if you attempt to make a transfer prohibited under this section of this Agreement.

j. Returned Transfers

You understand that External Transfers may be returned for various reasons (for example, because the number of the account intended to receive the External Transfer is not valid, or because of insufficient funds in the account from which the External Transfer is to be made). We will use reasonable efforts to research and correct the External Transfer to the intended account or void the External Transfer and credit the account from which the External Transfer was made. If through reasonable efforts we are not able to correct the External Transfer, we will incur no liability.

4. Fees

If applicable you agree to pay all and any fees related to the use of Digital Banking Services.

5. Termination

After you have enrolled, you can withdraw your enrollment or future consent to future electronic documents by calling (888) 295-4373 or sending an email to customer@westshorebank.com. We reserve the right to terminate in whole or in part your access to Digital Banking service.

6. Change in Terms

We may amend, add, delete, or change terms, conditions and other provisions, fees, charges, or other terms described in this Agreement at any time.

Any changes to this Agreement will be posted on our website and will be provided to you when required by law.

You are bound by such change if you use the service after the effective date of the notice unless you notify us, before the effective date of the change/amendment, that you reject these changes and cancel your West Shore Bank Digital Banking service or close your Accounts (if applicable).

7. Liability

West Shore Bank will make all efforts to complete your transfers properly. West Shore Bank cannot be held liable if we are unable to complete a transfer for the following reasons:

- a. The funds in your account are not available for the following reasons; a legal hold has been placed on your account or you do not have sufficient funds in your account, or you have exceeded the available credit limit on the line of credit that is attached to your checking account.
- b. The service is not properly working or there is a communication failure or circumstances beyond our control including a natural disaster such including but not limited to a flood or a fire, or an outside altercation.
- c. We have revoked your access to this service.

You will be liable for any unauthorized transactions on your account to the extent permissible by law and regulation. You should not disclose your credentials to any other person, they are confidential to you and should be used for your purposes only. Contact us immediately if you feel that someone has obtained this information and could access your accounts. The best way to minimize your losses is to contact us immediately under these circumstances.

We can be reached by telephone at (888) 295-4373

Or write us at West Shore Bank, ATTN: Customer Care, PO Box 627, Ludington, MI 49304.

When you receive your bank statement, if you determine that there is a transaction that was not authorized by you, please notify us immediately. You have 60 days from the date of the first statement in which the error or problem appeared to notify us of this.

8. Consumer Privacy and Policy

It is West Shore Bank's highest priority to maintain the privacy and confidentiality of our customer's information. Please refer to our website at <http://www.westshorebank.com> to review this statement. Click on the privacy information link at the bottom of the page.

The primary licensor for West Shore Bank's digital banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our digital banking service, you hereby agree as follows:

JH DIGITAL BANKING TERMS OF USE

The primary provider for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "JH", "we" or "us"). By enrolling in our Service, you agree to these

terms of use (the "Agreement"). Please read this Agreement carefully before using the Service. The Service includes the Software and the App as defined below. This Agreement applies to both the consumer version of the Service and App ("Banno") and the business version of the Service and App ("Banno Business").

By enrolling in, accessing or using the Service, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between JH and you, the user. If you are using Banno Business on behalf of a company or other organization, such company or organization will also be considered a party to this Agreement and you represent and warrant that you have the authority to bind such company or organization to this Agreement. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

(i) General. JH is not the provider of any of the financial services available to you through the Service and JH is not responsible for any of the materials, information, products or services made available to you through the Service. You acknowledge and agree that JH is the owner of all right, title and interest in the online and/or mobile technology solution made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates or versions, regardless of the media or form in which they may exist (together, the "Software").

You may not use the Software unless you have first accepted this Agreement. Subject to the terms and conditions of this Agreement, we grant you a subscription to use the Software (in machine readable object code form only) in accordance with this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale or license of the Software. All rights not expressly granted to you by this Agreement are reserved by JH. Nothing in this Agreement will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This subscription may be terminated at any time, for any reason or no reason, by you or JH. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or are otherwise in your possession or control. You will not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) engage in any screen scraping or data mining of the Software; (v) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright; or (vi) use the Software to train any generative artificial intelligence application. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern. You agree to use the Service, the App and the Software in compliance with applicable laws and for your own personal use only or, if you are a subscriber of Banno Business, only for your use on behalf of your business or organization for its internal business purposes.

(ii) Privacy. JH may access personal information while you use the Service. JH may access records held by your financial institution for such information as your phone number, home address or

email address. JH will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, JH will use the phone number to pre-populate forms that expect a personal phone number for contacting you. If you grant permission to use your device's location, JH will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, JH will use that information to add an image to a transaction, to attach a document to chat, and add a photo to your profile. If you grant permission to use a camera, JH will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. Our privacy practices regarding your personal information can be found in our privacy policy located at <https://www.jackhenry.com/privacy-policy> (the "JH Privacy Policy"). If you are a subscriber of Banno Business, business-to-business exceptions in certain privacy laws may apply to your information. In addition to the JH Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution. In the event of conflict between the JH Privacy Policy and your financial institution's privacy policy, your financial institution's privacy policy will control. Under applicable privacy laws, you may have certain rights such as the right to collect your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Please see your financial institution's privacy policy if you wish to make any requests under these rights. JH acts as a processor or service provider to its financial institution customers who act as controllers of your personal information and are primarily responsible for handling such requests. We will cooperate with any privacy rights requests we receive from your financial institution. If you use the Service to make bill payments or engage in transactions with other companies, those companies should also have a privacy policy that addresses the use of your personal information and your privacy rights.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). JH does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing JH with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately. Text messaging services may be provided by your financial institution. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source

indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

(v) Your Account. If you use the Service, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your device, and you agree to accept responsibility for all activities that occur under your Account or password. Make sure to log out of your Account when you are finished using the Service. If your status as a user of the Service is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from the Service. We encourage you to use strong passwords that use a combination of upper and lowercase letters, numbers and symbols, contain at least ten characters and are not used by you with other services or websites. You agree to provide accurate information when you register. You will immediately notify us of any breach of security or unauthorized use of your Account. We will not be liable for any losses or other damages caused by any unauthorized use of your Account. We may delete your Account and any data in your account at any time and move the location where we store your Account information in our sole discretion. We may suspend your Account and use of the Service at any time for any reason including any potential security threat or fraud. You grant us a perpetual, irrevocable, non-exclusive, sublicensable, transferable and royalty-free right to use, store, copy, transmit and modify any data you submit on the app and you represent and warrant to us that you have the right to provide such data.

(vi) Rights You Grant to JH. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to JH through the Service, you are voluntarily supplying that content to JH for the purpose of providing the Service to you. By submitting such information to JH, you represent that you are entitled to submit it to JH for use for this purpose, without any obligation by JH to pay any fees. By using the Service, you expressly authorize JH to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. JH will submit information including user names and passwords that you provide to log you into the site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vii) Links to Third Party Sites. The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the JH Privacy Policy is applicable only when you are on the Service or our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

(viii) No Unlawful or Prohibited Use. As a condition of your use of the Service, you warrant to JH that you will not use the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the Service automatically terminates. You will not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service. You will not republish JH content or other content from the Service on another website or app or use in-line or other linking to display such content without our permission. You will not introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service. You will not use the Service for benchmarking purposes, use another Service user's account, reverse-engineer the Service or use the Service to develop any competing product or service. You will not identify us or display any portion of the Service on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights or refer to JH or the Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and us, other than your permitted use of the Service under this Agreement, without JH's express written consent. If you are under the age of 13, you are not permitted to use the Service.

(ix) Mobile Devices. To use the mobile app provided with the Service (the "App"), you must have a mobile device that is compatible with the App. We do not warrant that the App will be compatible with your mobile device. You are responsible for any message and data rates from your mobile service provider when you use the App. You must comply with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. If you download the Mobile App from the Apple App Store, you acknowledge and agree that this Agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to us as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement

as relates to your license of the App against you as a third-party beneficiary. If you download the App from the Google Play Store: (i) you acknowledge that the Agreement is between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to the App.

(x) Consent to Use of Data. You agree that JH may collect and use data and information about you, your device, system and application software, and peripherals, that is gathered through your use of the Service to facilitate the provision of software updates, product support, product enhancements and other services (if any) related to the Service. JH may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(xi) Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON- INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xiii) Analytics. To assist JH in maintaining and improving this application, JH uses multiple analytics and logging platforms to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Analytics platforms generally do not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information, although they may use anonymized identifiers. The information helps JH improve the performance of this Service for you. More information on analytics services, including analytics cookies, can be found in the JH Privacy Policy.

(xiv) Dispute Resolution. You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service or this Agreement will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest to you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

(xv) Miscellaneous. This Agreement constitutes the entire agreement between you and JH concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, the App or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.