

## **TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS OF USE POSTED TO THIS SITE FROM TIME-TO-TIME. YOU UNDERSTAND THAT BY USING THE SERVICE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OR ANY MODIFIED VERSION OF THESE TERMS OF USE, YOU SHOULD STOP USING THIS SITE IMMEDIATELY.

IF YOU ARE ACCESSING THE SERVICE AS AGENT, ADVISOR OR ON BEHALF OF ANY THIRD PARTY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO AND THAT EACH OF YOU AND THE PRINCIPAL AGREES TO BE BOUND JOINTLY AND SEVERALLY BY THESE TERMS OF USE.

Landing Rock Group LLC (herein referred to as “Landing Rock”) operates online cash management services at [www.landingrock.com](http://www.landingrock.com) (the “Site”). The Site, and all content and services available thereon, are collectively referred to herein as the “Service.” Please read the following important terms and conditions (“Terms of Use”) carefully. They govern your access to and use of the Service, including any content, information, products or services therein. This is a legal agreement between you and Landing Rock.

You understand and agree that by providing information to Landing Rock via the Service, you are granting Landing Rock and its third party service providers all necessary rights to use that information on all instances of the Service, described in more detail below.

In accessing the Service, you agree that the Service may collect information regarding your use of the site and may store sensitive personal and financial information related to you and one or more of your accounts at third-party financial institutions. Please refer to our Privacy Policy for further information about the data we collect, how it is stored and safeguarded, and how it is used.

You understand that part of the Service is a tool to facilitate cash transfers as if you had manually instructed your financial institution to complete such transfers. Based upon your instructions and account information provided to Landing Rock, the Service gathers, stores, processes and analyzes information about you and deposit accounts that you hold at various third-party financial institutions and then, on your behalf, periodically issues funds transfer instructions to move cash funds between your various accounts as if you had instructed such transfers yourself. You assume all risk when using the Service, and you acknowledge that Landing Rock cannot guarantee and does not promise any specific results from your use of the Service.

Unless you agree to become a client of Landing Rock, the Service is provided for informational purposes only. Landing Rock does not review the information posted on the Service for reasonableness, strategic usefulness, or your individual purposes, and Landing Rock does not act in any type of financial advisory or fiduciary capacity for you. The Service may include information it obtains from sources such as financial data providers and news sources, and Landing Rock does not review, endorse or analyze any such third-party information.

The information provided on the Service is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation, and any such unlawful use or distribution by you shall be a violation of these Terms of Use.

No information from the Service may be copied in any form, by any means, or redistributed, published, circulated or commercially exploited in any manner without Landing Rock's prior written consent except as expressly provided below. By using the Service, you understand and affirmatively acknowledge that Landing Rock is not a bank.

### **1. Modification of the Site or these Terms of Use**

Landing Rock reserves the right, in its sole discretion, at any time to modify, discontinue or terminate the Service, any portion thereof, or any content thereon without advance notice to you, or to modify these Terms of Use. All modified terms and conditions will be effective upon the date when the change takes effect, unless there is a material change (determined in Landing Rock's discretion), which will be effective when Landing Rock provides 30 calendar days' notice to you, unless a longer notice period is required by applicable law. If any modified terms and conditions are not acceptable to you, your sole and exclusive remedy is to cease using the Service, and if applicable, cancel your Account (defined below) as specified below. By continuing to access or use the Service after Landing Rock makes any such revision (or after expiration of the notice period, if applicable), you agree to be bound by the revised Terms of Use. Each version of the Terms of Use will be identified at the bottom of the page by the update date.

### **2. User Information**

Various types of Content are made available through the Service. "Content" as used in these Terms of Use means, collectively, all content on or made available through the Service that is not your User Information, including but not limited to text, data, images, articles, tools, reports, analyses, performance charts, account summaries, information about funds transfers, *etc.* "User Information" as used in these Terms of Use means, collectively, all information and other content that you upload, submit, provide, or otherwise make available to Landing Rock or the Service. User Information specifically includes your personal information such as name, address, telephone number, email address, all communications (by email or otherwise) between you and Landing Rock, as well as any other information derived from the foregoing and programmatically available to the Service. Landing Rock reserves the right to remove and permanently delete any Content or User Information from the Service at any time for any reason without notice, or liability to you. By using the Service, you agree that your User Information is subject to the use, disclosure and other terms and conditions contained in Landing Rock's Privacy Policy.

### **3. Eligibility**

You must be an individual of at least eighteen (18) years of age and reside in the United States or on a United States military base or in a United States Territory in order to use the Site. The Site is controlled or operated (or both) from the United States, and is not intended to subject us to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable

laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

#### **4. Account Opening**

In order to access certain features of the Service, you must open an account ("Account"). When you open an Account, you may be asked to provide your email address and choose a password, which you may use to access your Account. Landing Rock has implemented physical, electronic and procedural safeguards to guard your non-public personal User Information (see Privacy Policy). You are solely responsible for determining the complexity of and safeguarding your passwords for the Service. By using the Site, you acknowledge and agree that internet transmissions cannot be assured of complete privacy or security. You understand that any message or other User Information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

You agree that you shall be solely responsible for any activities or actions under your Account, whether or not you have authorized such activities or actions. Although Landing Rock will not be liable for any of your losses that are caused by any unauthorized use of your Account, you may be liable for the losses of Landing Rock or others due to such unauthorized use. You shall immediately notify Landing Rock of any unauthorized use of your Account. You agree that the User Information that you provide to us on Account opening and at all other times, and the information you provided to any website through which you access the Service or parts thereof, will be true, accurate, current, and complete. Landing Rock reserves the right to suspend or terminate your Account if any User Information provided during the Account opening process or thereafter proves to be inaccurate, not current, or incomplete.

By creating an Account, you agree that Landing Rock may electronically provide you (via email or postings or links on the Service) with documents, notices and other communications regarding the Service and/or your use thereof, as well as special offers, promotions, commercial advertisements, marketing materials, and similar communications. You agree that Landing Rock may send the foregoing communications to you via your Account or any email addresses which you provide to Landing Rock as part of your User Information or otherwise.

#### **5. Termination; Cancellation**

You may request termination of your Account at any time and for any reason via the Site. Any fees paid to Landing Rock are non-refundable.

Landing Rock may terminate or suspend your Account and/or access to the Service or any portion thereof and remove any material (including User Information) from the Service, in our sole discretion, at any time for any reason without notice or liability to you. Further, if we believe, in our sole discretion, that a violation of these Terms of Use has occurred, we may take any other corrective or legal action we deem appropriate. We reserve the right to investigate suspected violations of these Terms of Use, including without limitation any violation arising from any User Information. We may seek to gather information from a user who is suspected of violating these Terms of Use and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of

anyone using the Service or making available any User Information, emails, or other materials that are believed to violate these Terms of Use.

Any suspension, termination, or cancellation shall not affect your obligations to Landing Rock under these Terms of Use (including but not limited to ownership of intellectual property, indemnification, and limitation of liability), which by their nature and context are intended to survive such suspension, termination, or cancellation.

## **6. Third-Party Links**

The Service and Content thereon or made available thereby (including by email) may provide links to third-party websites or resources. You acknowledge and agree that Landing Rock is not responsible or liable for the availability, accuracy, appropriateness or suitability of such websites, resources or offers, or the content, products, or services on or available from such websites, resources or offers. You further acknowledge that Landing Rock does not endorse such websites, resources or offers or the content, products, or services on or available from such websites, resources or offers. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or offers.

## **7. Access, Intellectual Property Rights and Ownership**

(a) Landing Rock grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Service via a web browser; provided that: (i) you will not alter or modify any part of the Service; and (ii) you will otherwise comply with these Terms of Use.

(b) Ownership and Restrictions. Landing Rock and its licensors own all right, title, and interest, including all worldwide intellectual property rights in the Service, Content, and the trademarks, service marks, and logos contained therein, including the “look and feel” (e.g., text, graphics, diagrams, images, logos, button icons, and layout of the Landing Rock “dashboard”) of the Service. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Content in whole or in part except as expressly authorized by Landing Rock. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service, Content or related products or services. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the Content are retained by us.

(c) User Information. Landing Rock does not claim ownership rights in your User Information. However, by uploading, submitting, emailing, posting, publishing, providing, approving, sharing or otherwise making available any User Information to Landing Rock or within the Service, you hereby grant Landing Rock and the third party service providers acting on its behalf a nonexclusive, worldwide, royalty-free, sublicensable, transferable, perpetual, and irrevocable right and license to use, store, reproduce, modify, adapt, transmit and otherwise exploit such User Information in any form, medium, or technology now known or later developed, including without limitation on the Site (including areas of the Site different from the area of the Site to which you provided the User Information), and on third-party websites through which you access the Service or parts thereof, in connection with the provision of the Service to you; provided that your

personally identifiable financial information will be kept confidential. You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to grant the foregoing licenses to Landing Rock.

## **8. Restrictions**

You accept sole responsibility for all of your activities using the Site. You may not use the Site in a manner that:

- (a) Uses technology or other means not authorized by us to access the Site or our systems;
- (b) Uses or launches any manual or automated device or system, including “robots,” “spiders,” or “offline readers,” to (i) retrieve, index, “scrape,” “data mine,” access or otherwise gather any Information or our Site, (ii) reproduces or circumvents the navigational structure or presentation of the Site or (iii) otherwise harvests or collects information about users of the Site;
- (c) Reverse engineers, decompiles or disassembles any portion of the Site, except where such restriction is expressly permitted by applicable law;
- (d) Attempts to introduce viruses or any other computer code, files, or programs that interrupts, destroys, or limits the functionality of any computer software, hardware, or telecommunications equipment;
- (e) Attempts to gain unauthorized access to our computer network or user accounts;
- (f) Encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- (g) Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of us or any other party (including rights of publicity or other proprietary rights);
- (h) Is unlawful, fraudulent, or deceptive;
- (i) Attempts to damage, disable, overburden, or impair our servers or networks;
- (j) Reproduces, modifies, adapts, translates, creates derivative works of, sells, rents, leases, loans, timeshare, distributes or otherwise exploits any portion of (or any use of) the Site except as expressly authorized herein, without our express prior written consent;
- (k) Fails to comply with applicable third-party terms; or
- (l) Otherwise violates these Terms.

## **9. Copyrighted Materials: No Unauthorized Use**

Landing Rock respects the intellectual property of others, and we ask our users to do the same. If you become aware of copyright infringement or misuse of the Service or Content thereon by any person, please contact Landing Rock at [info@landingrock.com](mailto:info@landingrock.com) to report any abuse. We reserve the right to investigate and take appropriate action (including no action) at our sole discretion.

## **10. Warranties; Disclaimers**

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SITE. THE SITE AND PRODUCTS PROVIDED BY US AND OUR THIRD-PARTY PROVIDERS ARE PROVIDED ON AN "AS IS" BASIS. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY WITH RESPECT TO THE CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS OR CONTINUED AVAILABILITY OF THE SITE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE FOR THE BENEFIT OF BOTH LANDING ROCK AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

THE SITE AND THE SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE SPECIFICALLY DISCLAIM ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. WE DO NOT WARRANT OR REPRESENT THAT INFORMATION ON THE SITE IS COMPLETE, CORRECT, SECURE OR UP-TO-DATE. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY AND WE DO NOT HAVE ANY OBLIGATION TO UPDATE THAT INFORMATION. NEITHER WE NOR ANY OF OUR THIRD-PARTY PROVIDERS HAVE ANY RESPONSIBILITY TO MAINTAIN THE DATA, SITE OR PRODUCTS MADE AVAILABLE THROUGH THE SITE OR TO SUPPLY ANY CORRECTIONS, UPDATES OR RELEASES IN CONNECTION WITH THAT DATA, SITE OR SERVICE. THE SITE AND AVAILABILITY OF THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WE DO NOT REPRESENT OR GUARANTEE THAT THE SITE WILL BE AVAILABLE OR FREE FROM LOSS, ATTACK, HACKING OR OTHER SECURITY INTRUSION, AND WE EXPRESSLY DISCLAIM LIABILITY FOR ANY SECURITY-RELATED LOSSES OR DAMAGES.

## **11. Limitation of Liability**

IN NO EVENT SHALL THE LANDING ROCK PARTIES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING IN WHOLE OR IN PART OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE AND/OR CONTENT, WHETHER OR NOT THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE LANDING ROCK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LANDING ROCK PARTIES' COLLECTIVE CUMULATIVE LIABILITY TO YOU (WHETHER ARISING UNDER THESE TERMS OF USE, LANDING ROCK'S PRIVACY POLICY, ANY CLIENT ACCOUNT AGREEMENT, OR ANY OTHER AGREEMENT OR UNDERSTANDING BETWEEN YOU AND LANDING ROCK RELATING TO THE SERVICE), FOR ANY CAUSE WHATSOEVER (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES (IF ANY)

ACTUALLY RECEIVED BY LANDING ROCK FROM YOU PURSUANT TO YOUR LANDING ROCK CLIENT ACCOUNT AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **12. Indemnification**

You agree to defend and indemnify the Landing Rock Parties and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Service and Content; (ii) your violation of any of these Terms of Use, including breach of any of your representations and warranties contained in these Terms of Use; (iii) your violation of any third-party right, including without limitation any intellectual property right, property, or privacy right; (iv) any claim that your User Information caused damage to a third-party; or (v) any claim related to your distribution of any Content. Landing Rock reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Landing Rock in asserting any available defenses. You agree not to settle any such matter without the prior written consent of Landing Rock. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. Each of the Landing Rock Parties is an express third party beneficiary of this Section with full rights to enforce its terms.

## **13. Governing Law; Arbitration**

These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of New York excluding that body of law pertaining to conflict of laws.

Any dispute between or among you and the Landing Rock Parties arising out of, relating to or in connection with these Terms of Use, the Site or the Content shall be resolved exclusively through binding arbitration conducted under the auspices of American Arbitration Association and its Consumer Arbitration Rules. The arbitration hearing shall be held in the City and County of New York, State of New York. Any such dispute shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by an arbitrator who is experienced in resolving disputes regarding financial technology matters. The parties agree that the arbitrator shall apply the substantive law of New York. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.

EACH OF YOU AND LANDING ROCK HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE.

These Terms of Use together with the rules and policies of Landing Rock constitute the entire agreement between Landing Rock and you with respect to the subject matter hereof. These Terms of Use are in addition to, and not in lieu of, any other agreement you may have with Landing Rock.

Any notice or other communication to be given hereunder will be in writing and given by (a) Landing Rock via email (to the address that you provide at Account opening), (b) by Landing Rock via posting on the Site, or (c) you via email to [info@landingrock.com](mailto:info@landingrock.com) or to such other addresses as Landing Rock may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.

#### **14. System Outages, Slowdowns and Capacity Limitations**

Any computer system, service or electronic device, whether it is yours, an internet service provider's, a mobile network operator's or ours, can experience unanticipated outages, slowdowns and/or capacity limitations. As a result of high internet traffic volume, transmission problems, systems capacity limitations and other problems, you may, at times, experience difficulty accessing the Site or communicating with us through the internet or other electronic and wireless services. The Site may be unavailable during system maintenance, for security precautions or when interrupted by circumstances beyond our control.

#### **15. General**

If any provision of these Terms of Use is deemed unlawful, void or unenforceable for any reason, then such provision shall be deemed to be removed from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms of Use or additional terms for the Service will not waive our right to later enforce those provisions.

You may not assign these Terms of Use (by operation of law or otherwise) without the prior written consent of Landing Rock, and any prohibited assignment will be null and void. Landing Rock may assign these Terms of Use or any rights hereunder without your consent.

These Terms of Use together with the rules and policies of Landing Rock constitute the entire agreement between Landing Rock and you with respect to the subject matter hereof. Except as otherwise stated above (Indemnification) above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any person other than you and Landing Rock.

Any notice or other communication to be given hereunder will be in writing and given by (a) Landing Rock via email (to the address that you provide at Account opening), (b) by Landing Rock via posting on the Site, or (c) you via email to [info@landingrock.com](mailto:info@landingrock.com) or to such other addresses as Landing Rock may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.

If you have questions about these Terms of Use or about the Service or content thereon, please contact Landing Rock at [info@landingrock.com](mailto:info@landingrock.com).

These Terms of Use were last updated on February 20, 2020.