

# Strongbox Terms of Use

**Effective July 10, 2020**

Welcome to Strongbox by Finagraph! We make financial data gathering simple, with the click of a button. Strongbox is provided by Booyami, Inc. which operates under the name Finagraph (“**Finagraph**”, “**we**”, or “**us**”). We make Strongbox available through internet sites operated by or for Finagraph (the “**Site**”). The Site and all services provided through the Site (the “**Service**”) are made available by Finagraph only upon the condition that you accept all the terms contained in these Terms of Use (these “**Terms**”), which constitute a binding legal agreement (the “**Agreement**”) between you (either an individual or an entity) and Finagraph.

Please read this Agreement carefully. By establishing an account on the Service, or otherwise using the Site or the Service, you agree to be bound by this Agreement and to use the Site and the Service in compliance with this Agreement. If you do not agree or wish to bind yourself or the entity you represent (a) close the window at the end of this Agreement and uncheck the "I agree" button; and (b) do not access or in any way use the Site or Service.

If you are using the Site or the Service on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to enter into and bind such company or entity to this Agreement.

## 1. Authorized Account Usage

Only you are authorized to use your account to use the Service and conduct other activities with us. You are responsible for all activities that occur through your account. Please notify us immediately of any unauthorized use of your account or any other breach of security regarding the Service.

When using certain features of the Site or the Service, you also will be subject to all guidelines, terms, and agreements applicable to such features that may be made available on or in connection with the Site or the Service (“**Policies**”). All such Policies are incorporated by reference into this Agreement. If this Agreement is inconsistent with any Policy, the terms in the Policy will control to the extent of the inconsistency.

## 2. Termination

Subject to this section, this Agreement will remain in full force and effect while you use the Site or the Service.

You have the right to terminate your account and your use of the Site and the Service at any time. Termination of your account and ceasing all use of the Site and the Service is your sole right and remedy with respect to any dispute with us regarding the Site, the Service, or this Agreement.

We may terminate your account at any time and your use of the Site or the Service for any reason by providing you with notice in any reasonable manner, including via e-mail and via notices posted on the Site or the Service. Additionally, if we believe that you have breached any part of this Agreement, we may immediately and without notice terminate your account and to block, restrict, and prevent your

future access to, and use of, the Site and the Service (in whole or in part) and all or any portion of any data or content made available through the Site or Service (“**Content**”).

Your rights under this Agreement will terminate automatically if you breach any part of this Agreement.

Any provision in this Agreement that by its nature should survive the termination of your license to access the Site, the Service, and the Content or any termination of this Agreement (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination.

### 3. Access to the Service; Modifications to the Service

We do not provide you with the equipment or software to access or use the Site or the Service, including accounting software. You are responsible for all fees charged by third parties to access the Site and the Service (e.g., charges by Internet service providers and providers of accounting software). You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Site or Service.

We reserve the right to modify all or a part of the Site and the Service without notice. We also reserve the right to discontinue, temporarily or permanently, all or part of the Site or Service at any time. In the event we discontinue the Site or the Service we will provide you with advance notice of the discontinuation. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service (including, without limitation, access to any Content, in whole or in part).

### 4. License; Restrictions

Subject to your compliance with this Agreement, including any Policies, solely during the term of this Agreement, we grant you a non-exclusive, revocable, non-sublicenseable, and non-transferable right to access and use the Site, the Service, and the Content solely in support of your internal business purposes.

Any use of the Site, Service or Content is at your own risk. You must comply with all applicable laws when using the Site, the Service, and any Content. Further, except as expressly authorized under this Agreement, or authorized by us in writing, you will not, and will not permit anyone else to: (a) modify, rent, lease, offer, sell, or sublicense the Site, the Service, or any Content, in whole or in part, or any access thereto, to another person (except to the extent that Finagraph enables sharing functionality designed to permit access by others) or use the Site or the Service to provide any service, information, or Content to or for the benefit of a third party; (b) use the Site, the Service, or the Content for any purpose except as expressly permitted herein; (c) circumvent or disable any digital rights management, usage rules, or other security features of the Site, the Service, or any Content; (d) attempt or encourage others to attempt to reverse engineer, disassemble, or decompile the Site, the Service, or any components thereof, except as may be permitted expressly by applicable law; (e) use the Site or the Service in a manner that threatens the integrity, performance, or availability of the Site, the Service, or any third-party software, systems, networks, or services; (f) reverse engineer, decompile, disassemble, or in any way attempt to derive the source code for the Site, the Service, or any portion thereof; or (g) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service or Content. Access to the Site may be optimized for certain operating systems, software, browsers, and versions and the use of other operating systems, software, browsers, or versions, or

mobile devices, to access the Site may not be possible or may result in limited functionality and performance or errors.

## 5. Ownership

The Site, the Service, and all Content are protected by applicable intellectual property laws, including United States copyright law and international treaties. We and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to the Site and the Service, including all Content on and available through the Site and the Service, and any and all underlying software and technology used to provide and make available the Site and the Service. Except for those rights expressly granted in this Agreement, no other rights are granted or otherwise conveyed to you or any third party, whether by implication, by reason of estoppel, or otherwise.

All trademarks, logos and service marks ("**Trademarks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Trademarks without our prior written consent or the consent of such third party which may own the Trademarks.

## 6. Use of the Service

In the course of using the Service, you and/or other users may provide, link, post or upload certain content or information to the Site (collectively "User Content") which may be used by Finagraph in connection with the Service. You are solely responsible for the accuracy of any User Content that is provided by you.

The Service is not intended to act as a primary storage repository for User Content or any other data or documents. We do not have any obligation to back up your User Content or any related materials, including draft or submitted financials, and we encourage you to back up your User Content regularly. User Content, as well as any draft or submitted financials, may be deleted at any time.

By using the Service, you hereby represent and warrant that you will have obtained all necessary consents, approvals, and waivers to permit you to provide us with such User Content and to use it and make it available to third parties as contemplated by this Agreement.

In order to allow Finagraph to provide and improve the Services, you hereby grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, nonexclusive, royalty-free and fully paid, worldwide license to use, reproduce, modify, adapt, publish, distribute, translate, publicly display and perform, prepare derivative works of, incorporate into other works, disclose, and otherwise use, in whole or in part, and to incorporate into other works in any format or medium now known (or later developed) your User Content, and to grant sublicenses of the foregoing, in connection with providing the Service and for other purposes.

You acknowledge and agree that we may use User Content you provide to us, and derivative works and modifications of such User Content (including, without limitation, aggregate sets of User Content and anonymized User Content), to improve our products and services and to create new products and services..

You must not provide us with any User Content that (a) violates, or that causes us or other third party to violate, any applicable law, regulation, or order of any governmental authority in any jurisdiction; (b) contains or embodies any trade secrets or information for which you have any obligation of confidentiality to a third party; (c) infringes or violates, or that may infringe or violate, any intellectual

property or proprietary right of any party, or that you otherwise do not have the right to make available; or (d) which may expose us or our suppliers, licensors, or users to harm or liability of any nature.

## 7. Feedback

If you provide us with identification of any potential errors in, or improvements to, the Site, the Service, or any Content ("**Feedback**"), you hereby grant us the unrestricted right to use your Feedback, including the right to use your Feedback to improve the Site and the Service and create other products and services. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any Feedback that you consider to be confidential or proprietary.

## 8. Links and Third Party Content

The Site and the Service may contain links to web pages and content of third parties that are not hosted by us ("**Third-Party Content** ") as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any Third Party Content and can make no guarantee as to its accuracy or completeness.

Additionally, if you follow a link or otherwise navigate away from the Site or the Service, please be aware that this Agreement will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider to which you navigate from the Site or the Service. You access and use Third-Party Content at your own risk.

Any promotions made available through the Site may be governed by the rules that are separate from this Agreement. The Site and the Service may contain advertisements and promotions from third parties. Your business dealings or correspondence with, or participation in promotions of, advertisers with third parties other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

## 9. Privacy

Any personal data and certain other data the Finagraph collects from you in relation to the Service, shall be processed and protected in accordance with the Privacy Policy available at <http://www.finagraph.com/privacy>.

## 10. Password Policy

Your use of certain portions of the Site requires a password. As part of the registration process, you must select a username and password and provide Finagraph with accurate, complete and up-to-date information. Anyone with knowledge of your password can gain access to the restricted portions of the Site and the information available to you. Accordingly, you must keep your password secret. By agreeing to this Agreement, you agree to be solely responsible for the confidentiality and use of your respective password, as well as for any communications entered through this Site using your password. You will also immediately notify Finagraph if you become aware of any loss or theft of your password or any unauthorized use of your password. Finagraph reserves the right to delete or change a password at any time and for any reason.

## 11. Assumption of Risk

Your use of the Site, the Services, the Content and the Internet are solely at your own risk and subject to all applicable local, state, national and international laws and regulations. While Finagraph has endeavored to create a secure and reliable website, please be advised that the confidentiality of any communication or material transmitted to/from this Site over the Internet cannot be guaranteed. Accordingly, Finagraph and Finagraph's licensors and suppliers are not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. Finagraph and Finagraph's licensors and suppliers shall have no liability for interruptions or omissions in Internet, network or hosting services.

## 12. Enforcing Security

Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. For your protection, Finagraph reserves the right to view, monitor and record activity on the Site without notice or further permission from you, to the fullest extent permitted by applicable law. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on the Site. Finagraph will also comply with all court orders involving requests for such information.

## 13. Events beyond Finagraph's Control

You expressly absolve and release Finagraph and Finagraph's licensors and suppliers from any claim or harm resulting from a caused beyond their control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnected problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism or governmental restrictions.

## 14. Disclaimers

You assume the entire risk as to the results and performance of the Services and the Site. You agree and acknowledge that no oral or written information or advice given by Finagraph or any of its directors, officers, employees, agents, representatives, licensors, and suppliers (together the "Finagraph Parties") shall constitute a representation or warranty unless such information or advice is expressly incorporated into this Agreement by written instrument. You recognize and agree that Finagraph is not acting as a financial advisor in providing the Services, the Content and the Site, and neither the Service nor the Content are a recommendation to buy, hold or sell securities or any other form of investment advice. You agree that neither Finagraph nor you intends to create a fiduciary relationship between Finagraph and you, and you will make your own decisions to accept or purchase any loan or security or make any other financial decision. You acknowledge that Finagraph does not intend or agree to be named as an "expert" under applicable securities laws. You agree and understand that the Content constitutes mathematical expressions which are dependent on the assumptions and input provided by you.

Further, you expressly agree that any tools or information made available on the Site are not a substitute for the exercise of independent judgement and expertise. You should always seek the assistance of a professional for advice on investments, tax, the law, or other professional matters.

Finagraph obtains all Content from sources believed by it to be accurate and reliable. However, because of the possibility of human or mechanical error as well as other factors, the Site, the Service and the Content are provided on an "AS IS" and "AS AVAILABLE" basis without representation or warranty of any

kind and the FINAGRAPH PARTIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED TO YOU OR ANY OTHER PERSON OR ENTITY AS TO THE ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY REPRESENTATIONS OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.. FURTHER, THE CONTENT MADE AVAILABLE ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND THERE MAY BE TIMES WHEN THIS SITE OR ITS CONTENTS ARE UNAVAILABLE. MOREOVER, FINAGRAPH MAY MAKE MODIFICATIONS AND/OR CHANGES TO THE SITE OR TO THE MATERIALS DESCRIBED OR MADE AVAILABLE ON THE SITE AT ANY TIME, FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE CONTENT MADE AVAILABLE ON THE SITE.

TO THE EXTENT PERMITTED BY LAW, THE FINAGRAPH PARTIES DISCLAIM LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF THIS SITE AND ITS CONTENT, EVEN IF ANY OF THE FINAGRAPH PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES INCLUDING BUT NOT LIMITED TO:

(i) COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS;

(ii) EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL;

(iii) LOSS OF DATA;

(iv) COST OF SUBSTITUTE MATERIALS;

(v) COST OF CAPITAL;

(vi) THE CLAIMS OF ANY THIRD PARTY, OR

(vii) ANY SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OTHER REASON WHATSOEVER.

TO THE EXTENT PERMITTED BY LAW, THE FINAGRAPH PARTIES DISCLAIM LIABILITY FOR ANY DIRECT OR COMPENSATORY DAMAGES CAUSED TO ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO BY ANY NEGLIGENCE, (BUT EXCLUDING FRAUD, WILLFUL MISCONDUCT OR ANY OTHER TYPE OF LIABILITY THAT, FOR THE AVOIDANCE OF DOUBT, BY LAW CANNOT BE EXCLUDED) ON THE PART OF, OR ANY CONTINGENCY WITHIN OR BEYOND THE CONTROL OF, THE FINAGRAPH PARTIES ARISING FROM OR IN CONNECTION WITH YOUR USE OF THIS SITE AND THE CONTENT.

YOU MUST USE ALL REASONABLE ENDEAVORS TO MITIGATE ANY LOSS OR DAMAGE WHATSOEVER (AND HOWEVER ARISING) AND NOTING IN THIS AGREEMENT SHALL BE DEEMED TO RELIEVE OR ABROGATE YOU OF ANY SUCH DUTY TO MITIGATE ANY LOSS OR DAMAGE.

IN ANY EVENT, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE FINAGRAPH PARTIES FOR ANY REASON WHATSOEVER RELATED TO ACCESS TO OR USE OF THIS SITE AND THE CONTENT SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID, IF ANY, BY THE USER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY OR (B) \$50 U.S. DOLLARS.

## 15. Indemnity

You will defend, indemnify and hold harmless Finagraph, its subsidiaries and affiliates, and their respective directors, officers, agents, employees, licensors, and suppliers from and against any third-party claims or demands, and any related costs, damages, expenses, and liabilities (including reasonable attorneys' fees), arising out of or related to (a) your use of the Site, the Service, and any Content or any User Content you provide, (b) any use, including any misuse, abuse or unauthorized use of the Site, Service or Content, (c) your violation or breach of any provision of this Agreement, or your violation of any law, regulation, or rights of a third party. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 16. Changes to these Terms

We may make changes to this Agreement from time to time. Finagraph will indicate at the top of these Terms the date it was last revised. If we make any material changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice of the changes on the Site or the Service. Any changes will be effective immediately upon posting the revised version. Users of our Service are responsible for providing us with their most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of the Site or the Service following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

## 17. Consent to Electronic Communications

By using the Site or the Service, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Site and the Service. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## 18. Dispute Resolution

**A. Mandatory Arbitration.** Please read this carefully. It affects your rights. YOU AND FINAGRAPH AND EACH OF OUR RESPECTIVE SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICE. 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. Please visit [www.adr.org](http://www.adr.org) for more information about arbitration.

1. Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by e-mail. The Notice to Finagraph should be addressed to: [terms.strongbox@finagraph.com](mailto:terms.strongbox@finagraph.com) , Attn: Chief

Executive Officer (the "**Arbitration Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (the "**Demand**"). If you and Finagraph do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Finagraph may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "**RULES**"), AS MODIFIED BY THIS AGREEMENT. The Rules and AAA forms are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. If you are required to pay a filing fee to commence an arbitration against Finagraph, then Finagraph will promptly reimburse you for your confirmed payment of the filing fee upon Finagraph's receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than \$1,000, in which case you are solely responsible for the payment of the filing fee.

2. Arbitration Proceeding. The arbitration shall be conducted in the English language. A single independent and impartial arbitrator will be appointed pursuant to the Rules, as modified herein. You and Finagraph agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

3. No Class Actions. YOU AND FINAGRAPH AGREE THAT YOU AND FINAGRAPH 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. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION SHALL BE NULL AND VOID.

4. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator shall issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator shall be in writing and shall include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the State of Washington in conducting the arbitration. You acknowledge that this Agreement and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in this Agreement.

**B. Governing Law.** This Agreement and your use of the Service and all Content shall be governed by the substantive laws of the State of Washington without reference to its choice or conflicts of law principles. Only if the Mandatory Arbitration clause is deemed to be null and void, then all disputes arising between you and Finagraph under this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in King County, Washington, and you and Finagraph hereby submit to the personal jurisdiction and venue of these courts.

**C. Equitable Relief.** The foregoing provisions of this Dispute Resolution section do not apply to any claim in which Finagraph seeks equitable relief of any kind. You acknowledge that, in the event of a breach of this Agreement by Finagraph or any third party, the damage or harm, if any, caused to you will not

entitle you to seek injunctive or other equitable relief against Finagraph, including with respect to any User Content, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in this Agreement.

**D. Claims.** You and Finagraph agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to this Agreement or the Service, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

**E. Improperly Filed Claims.** All claims you bring against Finagraph must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section shall be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, Finagraph may recover attorneys' fees and costs up to \$5,000, provided that Finagraph has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## 19. Legal Notices

No joint venture, partnership, employment or agency relationship exists between you and Finagraph as a result of this Agreement or your utilization of the Site.

Our failure to act in a particular circumstance does not waive our ability to act with respect to that circumstance or similar circumstances. Any provision of this Agreement that is found to be invalid, unlawful, or unenforceable will be severed from this Agreement, and the remaining provisions of this Agreement will continue to be in full force and effect. The section headings and titles in this Agreement are for convenience only and have no legal or contractual effect. You will not transfer or assign this Agreement, directly or indirectly, to another person without our prior written consent. Nothing express or implied in this Agreement is intended to confer upon any entity other than the parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. We will not be liable for any delay or non-performance of our obligations under this Agreement due to any cause beyond our control.

This Agreement, including all Policies, constitute the entire agreement between you and Finagraph concerning the Site, the Service, and any Content. This Agreement shall supersede all prior agreements or communications between you and Finagraph regarding the subject matter of this Agreement. Notwithstanding anything to the contrary in this Section 19, however, if you are a funding institution and party to a Services Agreement with us, such Services Agreement will control in the event of any inconsistency with this Agreement.

## 20. Contact Information

The services hereunder are offered by Finagraph. If you have any questions or concerns about this Agreement, please contact us at [terms.strongbox@Finagraph.com](mailto:terms.strongbox@Finagraph.com), with a note in the subject line stating "Terms Inquiry."