

BY ACCESSING OR USING THE MFA PLANNING TOOL YOU AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THIS END USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT, YOU MUST NOT ACCESS OR USE THE MFA PLANNING TOOL.

MFA PLANNING TOOL END USER LICENSE AGREEMENT

Last Modified: September 1, 2017
Effective Date: September 1, 2017

1. Acceptance of Terms. This End User License Agreement (this “EULA”) is an agreement between you (referred to in this EULA as “you” or “your”) and MyFinancialAnswers, LLC, a Delaware limited liability company (referred to in this EULA as “MFA”, “we”, “us”, or “our”), the owner and operator of the myFinancialAnswers website located at www.myfinancialanswers.com (this “Site” or the “MFA Website”), including an interactive financial tracking and planning tool (the “MFA Planning Tool”) that can be accessed via the MFA Website. This EULA governs your use of the MFA Planning Tool.

You acknowledge that this EULA is a legally binding contract between you and MFA, even though it is not physically signed, and you acknowledge that this EULA governs your access and use of the MFA Planning Tool. Your use of the MFA Planning Tool constitutes your acceptance of the terms of this EULA as may be modified from time to time (See Section 4 Modifications below).

2. Users Under 18. You may only create or use an MFA Account (as defined below) or use the MFA Planning Tool if you are (a) at least eighteen (18) years old, and (b) allowed by law to enter into a binding contract. If you are not at least eighteen (18) years old, you must not access or use the MFA Planning Tool.

3. Terms of Use and Privacy Policy. The Terms of Use, located at <http://www.myfinancialanswers.com/legal/terms> (the “Terms of Use”), contains important terms and conditions for your use of the MFA Website. Our Privacy Policy, located at <http://www.myfinancialanswers.com/legal/privacy> (the “Privacy Policy”), explains how we collect and use your information, including information that is provided, obtained or generated in connection with your use of the MFA Planning Tool. You agree to read and comply with the Terms of Use and the Privacy Policy. You acknowledge and agree that the provisions of the Terms of Use and the Privacy Policy are made a part of this EULA and are binding upon you and MFA. If there is a conflict between any provision of either the Terms of Use or the Privacy Policy and this EULA, this EULA will control.

4. Modifications. As technology changes and as our business grows and develops, we may modify this EULA. When we modify this EULA, we will give you notice by posting the amended EULA on the MFA Website and, if the changes meaningfully affect your rights or obligations, by e-mail (if you have provided us with your e-mail address as part of your Account Information (as defined below)). The amended EULA will include an effective date, and the amended EULA will be effective on that date. However, any changes to the governing law or dispute resolution provisions set forth in Section 13 and will not apply to any disputes for which

MFA and you have received actual notice on before such effective date. If you continue to access or use the MFA Planning Tool after this EULA is amended, you agree to be bound by the revised EULA. If you do not agree with the revised EULA, you agree that you will promptly discontinue your use of the MFA Planning Tool and delete your account. You can access historical versions of this EULA and other policies at: <http://www.myfinancialanswers.com/legal/archive>.

5. MFA Planning Tool; Additional Services

5.1 Description of MFA Planning Tool. The MFA Planning Tool is an online, interactive financial tracking and planning tool that allows users to create and manage personal financial plans. You acknowledge and agree that the MFA Planning Tool is currently in beta status and is evolving and that we may, at any time and without notice to you, add or remove features or functionality of the MFA Planning Tool or modify or discontinue the MFA Planning Tool, in whole or in part. The MFA Planning Tool (or some of its features) may not be available in all countries.

5.2 Types of Accounts. The MFA Planning Tool currently enables users to create personal financial plans in three ways: (1) an individual may directly create an account and use the MFA Planning Tool to input his personal financial information and/or personal financial information of family members, following which the user shall have access to a personalized financial plan (an “*Individual Account*”); (2) an individual may be provided access to the MFA Planning Tool by his accountant, financial planner or other advisor (an “*Advisor*”) through a special link or otherwise (an “*Advisor-Linked Account*”); or (3) an individual may be provided access to the MFA Planning Tool by his employer (an “*Employer*”) in connection with an employee service or program offered by such Employer through a special link or otherwise (an “*Employer-Linked Account*”). Unless otherwise stated in this EULA, the terms of this EULA apply to your MFA Account whether it is an Individual Account, a Linked Account. As used herein, the term “*Linked Account*” shall include both an Advisor-Linked Account and an Employer-Linked Account as the context requires or implies.

5.3 Advisor-Linked Accounts. For Advisor-Linked Accounts, the user inputs his personal financial information and a customized personal financial plan is then prepared by MFA and sent to or otherwise made available to the user’s Advisor. The user can only access such plan through his Advisor. An Advisor-Linked Account also links the user’s MFA Account to his Advisor and enables such Advisor to access the user’s MFA Account through the Advisor’s separate account (an “*Advisor’s Account*”) and to directly input information on behalf of the User. IF YOU HAVE AN ADVISOR-LINKED ACCOUNT, YOU EXPRESSLY CONSENT TO: (A) MFA DISCLOSING YOUR PERSONAL AND FINANCIAL INFORMATION TO YOUR ADVISOR; (B) MFA DISCLOSING A CUSTOMIZED PERSONAL FINANCIAL PLAN FOR YOU TO YOUR ADVISOR; AND (C) MFA PERMITTING YOUR ADVISOR TO DIRECTLY ACCESS AND USE YOUR MFA ACCOUNT. Each Advisor must also agree to the terms of a separate Advisor End-User License Agreement before being able to access and use the MFA Planning Tool on behalf of its clients.

5.4 Employer-Linked Accounts. For Employer-Linked Accounts, the user inputs his personal financial information and a customized personal financial plan is then prepared by MFA and the user shall have access to such plan. A copy of the user’s financial plan will not be made

available to a user's employer, and no personal or financial information of a user shall be disclosed to such user's employer. MFA may utilize and disclose aggregated data to an employer based on personal and financial information provided by its employees when using the MFA Planning Tool to enable MFA to make recommendations to and/or offer services to employers. However, no such data will identify any user or disclose any specific personal or financial information of any user. IF YOU HAVE AN EMPLOYER-LINKED ACCOUNT, YOU EXPRESSLY CONSENT TO MFA DISCLOSING AGGREGATED DATA WHICH MAY INCLUDE DATA COMPILED FROM PERSONAL AND FINANCIAL INFORMATION THAT YOU DISCLOSE OR PROVIDE WHILE USING THE MFA PLANNING TOOL AS DESCRIBED IN THIS SECTION 5.4.

5.5 Additional Services. From time to time, MFA may offer related or ancillary services to users in connection with the MFA Planning Tool, including such services for Linked Accounts (each, an "*Additional Service*" and collectively, "*Additional Services*"). A user may purchase an Additional Service by executing or otherwise agreeing to a separate contract or purchase order (which you expressly acknowledge and agree may be in the form of an e-mail from MFA) that is issued or sent by MFA or, if applicable, by purchasing such Additional Service on the applicable page of the MFA Website in accordance with the acceptance terms and procedures set forth on such page. The terms of such purchase order or contract, or the terms set forth on the applicable page of the MFA Website at which a user purchases an Additional Service, shall be referred to herein as an "*Additional Services Purchase Order*." Each Additional Service shall be subject to and governed by the terms of this EULA, the terms of the applicable Additional Service Purchase Order, and the terms, if any, of the applicable Addendum relating to such Additional Service (each, an "*Additional Service Addendum*"). A user's purchase, access or use of an Additional Service shall constitute such user's acceptance of the Additional Service Addendum relating thereto. Copies of the current version of all Additional Services Addendums can be accessed at <http://www.myfinancialanswers.com/legal/eula/addendums>. In the event of an irreconcilable conflict between the terms of this EULA and the terms of an applicable Additional Service Addendum, the terms of such Additional Service Addendum shall govern and control. In the event of an irreconcilable conflict between the terms of this EULA and the terms of the applicable Additional Service Purchase Order, the terms of this EULA shall govern and control. For the avoidance of doubt, no services offered by MFA shall constitute an Additional Service under this EULA unless the Additional Service Purchase Order expressly states that it is an Additional Service offered pursuant to this EULA. As of the current Effective Date, the only Additional Service offered by MFA are the consulting services that are described in and subject to the terms of the Additional Services Addendum for Consulting Services located at <http://www.myfinancialanswers.com/legal/eula/addendums/consulting>.

6. Your MFA Account.

6.1 Registration. In order to use the MFA Planning Tool, you must register with MFA and create an account (a "*MFA Account*"). Our registration process currently requires you to complete a signup form and provide your e-mail address and select a password (your "*Login Credentials*"). We may permit or require you to provide additional information in order to use the MFA Planning Tool or certain features of the MFA Planning Tool. As used in this EULA, "*Account Information*" means all information associated with a user's MFA Account, including, except where otherwise indicated, all Third-Party Account Information and Third Party Log-In

Information as described in Section 7.2 below. You agree to update your Account Information, as necessary, to ensure that it remains current, accurate, and complete. You authorize us to verify your Account Information at any time. If any of your Account Information is untrue, inaccurate, incomplete, or not current, we retain the right, in our sole discretion, to suspend or terminate your MFA Account and your access to the MFA Services.

6.2 Use of Account Information. We value and respect your privacy, and we will only use your Account Information as permitted by the Privacy Policy at <http://www.myfinancialanswers.com/legal/privacy>. You retain any ownership rights you have in your Account Information, and nothing in this EULA limits your right to use your Account Information outside of the MFA Services. In order for us to provide use of the MFA Planning Tool to you, you grant us a worldwide, royalty-free, non-exclusive, transferable, sublicensable, perpetual, and irrevocable license to use, practice, copy, modify, adapt, create derivative works of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit your Account Information in any and all media or distribution methods (now known or later developed), and to exercise all Intellectual Property Rights (as defined below) in and to your Account Information. We will only share your Account Information with third parties as permitted by the Privacy Policy. Subject to the Privacy Policy, this license permits us, for example, to use your Account Information to provide and improve the MFA Planning Tool, the services offered by MFA, to market and promote MFA and its services, and to provide relevant offers and advertising. You represent and warrant to the MFA Parties: (a) that you have the right (and have obtained any and all necessary permissions, consents, and authorizations) to grant us the foregoing license and to grant all other rights and licenses granted in this EULA, and (b) that the use of your Account Information and the exercise of the foregoing license by the MFA Parties (and their sublicensees) will not infringe the Intellectual Property Rights of any individual person or entity (“Person”). You understand and agree that we may transfer, process, maintain, and store your Account Information in any country (or in multiple countries), including countries other than your country of residence or the country or countries where you use the MFA Planning Tool.

7. Using the MFA Planning Tool; MFA Services

7.1 Permission to Use the MFA Planning Tool. Subject to your compliance with this EULA (including the Terms of Use and the Privacy Policy), we grant you permission to access and use the MFA Planning Tool. The permission for you to use the MFA Planning Tool is further conditioned on the following: (a) you will use the MFA Planning Tool only for your personal use; (b) you will not permit any other Person to access or use the MFA Planning Tool through your MFA Account, except for Advisor-Linked Accounts which may be accessed by your Advisor through such Advisor’s Account; (c) you will not attempt to reverse engineer, alter, or modify any part of the MFA Planning Tool; and (d) you will comply with all of the provisions of this EULA, the Terms of Use, and the Privacy Policy. If you violate this EULA or the Terms of Use, your permission to use the MFA Planning Tool will automatically terminate. Your permission to access and use the MFA Planning Tool is personal, non-exclusive, non-assignable, non-sublicensable, and may be limited or revoked by us at any time. We reserve the right, in our sole discretion, to refuse service, to suspend or terminate your MFA Account, and/or to require you to purchase a paid subscription in order to continue using some or all of the features of the MFA Planning Tool.

7.2 Inputting Account Information from Third Party Sites. The MFA Planning Tool may provide you with the option to authorize us to retrieve and input certain of your financial information that is maintained online by third-parties with whom you have customer relationships, maintain accounts or engage in financial transactions, such as the balances of your personal bank accounts (“Third Party Account Information”). We work with one or more online service providers to access this Third Party Account Information. However, we do not review any Third Party Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. We cannot and do not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any Third Party Account Information. Third Party Account Information is only as current as the time such Third Party Account Information is obtained from the relevant third party sites, and such Third Party Account Information may be more up-to-date when obtained directly from such third party sites. If you elect to allow us to retrieve and directly input any Third Party Account Information by using the “Add Accounts” or similar feature of the MFA Planning Tool, you expressly authorize MFA to access your Third Party Account Information maintained by identified third parties, on your behalf as your agent. When you use this feature, you will be directly connected to the website for the third party you have identified. MFA will submit information including usernames and passwords that you provide to log into such third party site (“Third Party Log-In Information”). You hereby authorize and permit MFA to use and store all Third Party Log-In Information submitted by you to accomplish the foregoing and to configure the MFA Planning Tool so that it is compatible with the third party sites for which you submit your Third Party Log-In Information. For purposes of this Agreement and solely to provide the Third Party Account Information to you as part of your use of the MFA Planning Tool, you grant MFA a limited power of attorney, and appoint MFA as your attorney-in-fact and agent, to access third party sites, retrieve and use your Log-In Information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN MFA IS ACCESSING AND RETRIEVING YOUR THIRD PARTY ACCOUNT INFORMATION FROM THIRD PARTY SITES, MFA IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD PARTY SITE.

7.3 Your Responsibilities. You are responsible for maintaining the confidentiality of your Login Credentials used to access your MFA Account. You acknowledge and agree that you are responsible for any activities that occur through your MFA Account, whether or not authorized by you. You agree to immediately notify us of any security breach associated with your Login Credentials or your MFA Account and of any unauthorized use of your MFA Account. We will not be liable for your losses caused by any unauthorized use of your MFA Account (including in the case of Advisor-Linked Accounts, use by any Advisor) and you acknowledge and agree that you may be liable for the losses of the MFA Parties or others due to such unauthorized use.

7.4 Availability. We will be required to suspend or limit access to the MFA Planning Tool from time to time to perform necessary maintenance and updates to the MFA Planning Tool and/or to our websites or systems. While we will endeavor to perform such maintenance outside of normal business hours, we do not make any assurances that we will be able to do so. There may also be situations outside of our control when access to the MFA Planning Tool and/or your

MFA Account will not be available. We make no representations, warranties or assurances regarding “uptime” or as to the availability of the MFA Planning Tool and/or your MFA Account.

7.5 MFA Services. As used in this EULA, the term “MFA Services” means (a) all services that MFA provides or otherwise makes available to users in connection with the MFA Planning Tool to enable use of the MFA Planning Tool as described in this EULA; and (b) all Additional Services.

8. Intellectual Property Rights.

8.1 Generally. You acknowledge and agree that except as otherwise expressly stated in this EULA, MFA (or its licensors) own all Intellectual Property Rights in and to the MFA Planning Tool, together with all content and materials displayed, transmitted, performed, included, or provided on or through the MFA Planning Tool, including without limitation all text, titles, photos, graphics, logos, designs, audio and video transmissions and recordings, and other content (collectively, “*MFA Materials*”). Except as otherwise expressly provided in this EULA, we retain all rights in and to the MFA Planning Tool and the MFA Materials. As used in this EULA, “*Intellectual Property Rights*” means intellectual property rights arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (a) fictional business names, trade names, company and corporate names, trademarks and service marks (whether registered or unregistered, including any applications for registration of any of the foregoing), logos, Internet domain names, and trade dress rights, together with the goodwill associated with any of the foregoing (collectively, “*Marks*”); (b) inventions, patent applications, and patents issued therefrom in the United States and in all other countries, including all continuations, divisionals, continuations-in-part, inventions registrations, re-examinations, registrations, renewals, utility models, reissues and the like corresponding thereto (collectively, “*Patents*”); (c) copyrights and registrations and applications therefor (collectively, “*Copyrights*”); (d) proprietary and confidential information which constitute trade secrets, such as proprietary and confidential know-how, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, and data bases in each case excluding any of the foregoing to the extent the rights therein comprise or are protected by Copyrights or Patents (collectively, “*Trade Secrets*”); (e) publicity rights, including without limitation the right to use a Person’s name, image, photo, portrait, voice, sound-alike, likeness, and persona for advertising, marketing, promotional, trade, business, and commercial purposes (collectively, “*Publicity Rights*”); and (f) moral rights and privacy rights (collectively, “*Other IP Rights*”).

8.2 Our Trademarks. The names My Financial Answers, myFinancialAnswers, MFA, and the graphics, icons, logos, service names, designs, and layouts associated with the MFA Planning Tool are the trademarks, service marks, or trade dress of MFA in the United States and/or other countries. You acknowledge and agree that you will not use any of our Marks (including as part of other marks and/or Internet domain names) in connection with any product or service in any manner that is likely to cause confusion or dilution of our Marks. All other Marks are the property of the respective owners.

8.3 Feedback. We encourage you to send us messages, feedback, or data, including, for example, ideas, comments, suggestions, or questions about the MFA Planning or Tool or any other products or services provided by MFA through the Website (collectively, “*Feedback*”). You agree not to send us any information or ideas that are sensitive or confidential, and you agree that any Feedback we receive from you will not be considered confidential. You grant us a worldwide, royalty-free, exclusive, transferable, sublicensable, perpetual, and irrevocable license to record, use, practice, copy, modify, adapt, create derivative works of, store, host, publish, publicly perform, publicly display, distribute, communicate, and transmit your Feedback in any and all media or distribution methods (now known or later developed), to exercise all Intellectual Property Rights in and to your Feedback. Without limitation and notwithstanding anything to the contrary herein, we will have exclusive ownership of all present and future rights to the Feedback. We will be entitled to use the Feedback for any commercial or other purpose whatsoever (including, for example, developing, improving, producing, providing, or marketing products and services) without compensation to you or any other person sending the Feedback, and we will not be under any obligation to tell you if and how we use the Feedback. The provisions of this Section 8.3 will continue to apply even if you stop using the MFA Planning Tool and will survive the deletion, expiration, or termination of your MFA Account or this EULA.

9. Third Party Advertising. The MFA Services may include advertising, which may be targeted to you based on your Account Information, your use of the MFA Planning Tool, and other information. Such advertising may include links to third party websites. For example, the MFA Planning Tool may give you the option to review third party financial products or services such as term life insurance. If you affirmatively decide to review or purchase any advertised products or services (for example, by clicking on the applicable link), you may be taken to a third party website where you can review the selected product(s) or services and potentially purchase such product(s) or services. If you decide to purchase any such product(s) or services, this will be a separate and independent transaction between you and the provider of such product(s) or services which is not controlled by MFA and is not subject to this EULA, the Terms of Use or our Privacy Policy. The inclusion of any link to third party sites or advertisements or promotions of third party products or services does not imply endorsement by MFA. MFA is not responsible for the products and services offered by or on third-party sites. We encourage you to seek independent professional advice if you have any questions or concerns before purchasing third party products or services that are advertised or promoted through the MFA Planning Tool. In exchange for us granting you permission to access and use the MFA Planning Tool, you consent to MFA (and our third party providers, partners, and affiliates) (a) placing such advertising in the services offered through the MFA Planning Tool, and (b) displaying such advertising in connection with the display of your Account Information. WHEN YOU CLICK ON A LINK FOR A THIRD PARTY SERVICE OR PRODUCT ADVERTISED THROUGH THE MFA PLANNING TOOL OR OTHERWISE AFFIRMATIVELY SELECT TO LEARN MORE ABOUT OR PURCHASE SUCH PRODUCT OR SERVICE, YOU CONSENT TO US TRANSMITTING YOUR PERSONAL AND FINANCIAL INFORMATION TO THE THIRD PARTY ADVERTISING SUCH SERVICE OR PRODUCT IN ORDER TO ASSIST SUCH THIRD PARTY IN ADVISING YOU WITH RESPECT TO THE ADVERTISED PRODUCT OR SERVICE.

10. Indemnification. As used in this EULA, “*Affiliate*” means any other Person, directly or indirectly controlling, controlled by or under common control with the subject Person, and “*MFA Parties*” means MFA, its Affiliates, and the officers, directors, shareholders, members, managers, employees, attorneys, and agents of any of the foregoing. You agree to indemnify, defend, and hold harmless the MFA Parties from, against, and with respect to any and all liabilities, claims, losses, damages (including without limitation property damage and all incidental, consequential, punitive, special, and exemplary damages), injuries (including without limitation personal injury, sickness, and death), interest, fines, taxes, premiums, assessments, penalties, costs, and expenses (collectively, “*Claims*”), including without limitation any and all attorneys’ fees, paraprofessionals’ fees, and expenses incurred in the defense of Claims (whether or not a suit is instituted and, if so instituted, through all trial and appellate levels), arising out of or related to: (a) your use of and access to the MFA Planning Tool; (b) the use of your MFA Account (whether by you or any other Person); (c) your breach or violation of any provision of this EULA (including the Terms of Use and the Privacy Policy); (d) our exercise of any rights or licenses granted by you to us (including the use of your Account Information, Third Party Account Information or Feedback); (e) any inaccuracy in or breach of any of the representations or warranties made by you in this EULA; (f) your violation or alleged violation of any law or infringement of any third party right, including without limitation any Intellectual Property Rights or privacy rights; (g) your negligence, recklessness, or willful misconduct; or (h) any claim that your use of the MFA Planning Tool caused damage to a third party. MFA will have the exclusive right: (i) to select legal counsel to defend Claims, (ii) to direct the defense or settlement of Claims, (iii) to make, accept, or reject any offers of settlement of Claims, (iv) to enter into any settlement, and (v) to admit or deny fault or liability. Your obligations under this Section 10.0 will continue even if you stop using the MFA Planning Tool and will survive the deletion, expiration, or termination of your MFA Account or this EULA.

11. Disclaimers and Limitation of Liability.

11.1 THE INFORMATION AND CONTENT PROVIDED BY THE MFA PLANNING TOOL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED AS, LEGAL, ACCOUNTING OR TAX ADVICE ON ANY MATTER. EACH PERSON’S FINANCIAL SITUATION IS UNIQUE, AND BEFORE ACTING ON ANY INFORMATION OR ADVICE RESULTING FROM YOUR USE OF THE MFA PLANNING TOOL, WE ENCOURAGE YOU TO SEEK APPROPRIATE LEGAL, FINANCIAL, OR TAX ADVICE FROM A LICENSED PROFESSIONAL IN YOUR JURISDICTION OR OTHER APPROPRIATE PROFESSIONAL ADVICE. MFA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY AND ALL ACTS AND OMISSIONS TAKEN OR MADE BY YOU IN RELIANCE UPON ANY INFORMATION, ADVICE OR MATERIALS PROVIDED BY THE MFA PLANNING TOOL. YOUR USE OF THE MFA PLANNING TOOL IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE MFA PLANNING TOOL IS PROVIDED “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE”, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED.

11.2 TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF THE MFA PARTIES WILL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY YOU OR

ANY OTHER PERSON ARISING OUT OF, RELATED TO, OR ASSOCIATED WITH THE MFA PLANNING TOOL AND/OR YOUR USE OF THE MFA PLANNING TOOL, REGARDLESS OF WHETHER OR NOT SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF THE MFA PARTIES TO YOU OR ANY OTHER PERSON FOR ANY REASON AND UPON ANY CAUSE OF ACTION (WHETHER BASED IN TORT, CONTRACT, OR ON ANY LEGAL OR EQUITABLE GROUND OR THEORY OF RECOVERY) ARISING OUT OF OR RELATING TO YOUR USE OF THE MFA PLANNING TOOL WILL BE LIMITED TO THE AMOUNT THAT IS THE LESSER OF ONE HUNDRED DOLLARS (\$100) OR YOUR ACTUAL DAMAGES.

12. Governing Law and Interpretation. This EULA will be governed by and construed in accordance with the laws of the State of New Jersey and the applicable federal laws of the United States, without regards to the conflicts of law provisions of any jurisdiction.

13. Dispute Resolution – PLEASE READ CAREFULLY: THIS SECTION 13 INCLUDES IMPORTANT PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS, INCLUDING A WAIVER OF THE RIGHT TO A JURY, A WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING, A LIMITATION OF THE PERIOD OF TIME FOR BRINGING A CLAIM AGAINST US, AND AN AGREEMENT THAT ANY COURT PROCEEDINGS WILL TAKE PLACE ONLY IN NEW JERSEY.

13.1 Class Action Waiver. You and MFA agree that any lawsuit shall be conducted in your and MFA's individual capacities only and not as a class action or other representative action, and you and MFA expressly waive the right to file a class action or seek relief on a class basis.

13.2 Right to Opt Out. You have the right to opt out of the class action waiver provisions in Section 13.1 by completing and submitting the Opt Out Form located at <http://www.myfinancialanswers.com/legal/optout> within sixty (60) days after the date you first began using the MFA Planning Tool. If you exercise your option to opt out as provided in this Section 13.2, then Section 13.1 will not apply and will not be considered a part of this EULA.

13.3 Injunctive Relief. You acknowledge and agree that any violation of this EULA may cause irreparable harm to the MFA Parties, for which monetary damages would not be an adequate remedy. Therefore, you agree that: (a) MFA will be entitled to immediate injunctive relief to enjoin any actual, suspected, threatened, or potential violation by you of this EULA; (b) MFA will be entitled to such injunctive relief without any obligation (i) to post a bond or other security, or (ii) to prove actual damages or to prove that monetary damages will not provide an adequate remedy; and (c) you will not oppose or otherwise challenge the appropriateness of injunctive relief or the entry by a court of competent jurisdiction of an order granting injunctive relief.

13.4 Service of Process. If your Account Information does not contain your current and accurate physical address (or if we are unable, after reasonable efforts, to effect service of process on you at such physical address), you hereby irrevocably agree to accept service of process by any means of communication associated with your MFA Account or through any contact information in your Account Information, including without limitation, service by U.S.

mail, e-mail, SMS, messages or alerts displayed or sent to you through the MFA Website or the MFA Services, or social media messages, posts, or tweets, and you waive any objections to service of process by such methods.

13.5 Time Period for Bringing Claims. YOU MUST COMMENCE OR FILE ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THIS EULA AND/OR THE MFA PLANNING TOOL WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CLAIM OR CAUSE OF ACTION IS PERMANENTLY BARRED. YOU EXPRESSLY WAIVE THE RIGHT TO COMMENCE OR FILE ANY SUCH CLAIM OR ACTION UNDER ANY LONGER STATUTE OF LIMITATIONS.

13.6 Venue. Any and all claims and disputes arising out of or relating to this EULA and/or the MFA Planning Tool will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in the state of New Jersey. You and MFA both consent to the exclusive personal jurisdiction of and venue in any such court (and in any of the appropriate appellate courts therefrom) and irrevocably waive, to the fullest extent permitted by applicable law, any objection (including without limitation any objection based on inconvenient forum) which you or MFA may now or hereafter have to venue in any such court.

13.7 Waiver of Jury Trial. YOU AND MFA IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU OR MFA MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS EULA AND/OR THE MFA PLANNING TOOL YOU CERTIFY AND ACKNOWLEDGE THAT: (1) NONE OF THE MFA PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT MFA WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (2) YOU HAVE CAREFULLY CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (3) YOU ARE MAKING THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (4) YOU HAVE BEEN INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION.

14. Acceptable Use Policy. You shall not use the MFA Planning Tool in any manner that is offensive, harassing, harmful or disruptive to MFA or other users. MFA, in its sole discretion, may terminate your MFA Account and/or your use of the MFA Planning Tool if it has reason to believe that you are using the MFA Planning Tool in a manner that is or may be offensive, harassing, harmful or disruptive to MFA or any other user and/or in violation of the then applicable Acceptable Use Policy. MFA may adopt an Acceptable Use Policy containing specific restrictions or guidelines governing all users' use of the MFA Planning Tool, which, if adopted, may be modified by MFA from time to time. Prior to each use of the MFA Planning Tool, you should access the "Legal" or "Legal Notice" of the Website by clicking the link at the bottom of the homepage of the Website to determine whether an Acceptable Use Policy has been posted, and, if so, you should review such Acceptable Use Policy. Each time you access and use the MFA Planning Tool, you agree to comply with the terms of the Acceptable Use Policy that is in effect at such time.

15. Termination. We reserve the right, without any liability to you, to modify, suspend, disable, delete, or terminate your MFA Account or your Account Information (in whole

or in part), and to suspend or terminate your permission to access and use the MFA Planning Tool for violation of this EULA, the Terms of Use and/or the Privacy Policy, or for any other reason. If you wish to end your relationship with us, you may delete your MFA Account at any time. This EULA and all rights and permission granted by MFA to you will automatically terminate upon the deletion or termination of your MFA Account. Any termination, cancellation, or expiration of this EULA notwithstanding (and notwithstanding the deletion or termination of your MFA Account or your stopping using the MFA Planning Tool), provisions which are by their terms intended to survive and continue will so survive and continue, including without limitation Sections 6.2, 8, 10, 11, 12, 13, and 14.

16. Miscellaneous.

16.1 Non-Waiver. The failure of you or MFA to exercise or enforce any right or provision of this EULA will not operate as a waiver of your or our right to do so later.

16.2 Severability. If any provision of this EULA is finally determined to be void, unenforceable, invalid, or otherwise contrary to law or equity, you and MFA agree to reform (or as necessary, authorize the arbitrator(s) or court to reform) this EULA to the extent necessary to cure (or if necessary, delete) such provision, and that the remainder of this EULA that can be given effect without the benefit of such provision will be given effect.

16.3 No Assignment. This EULA is personal to you. Neither this EULA nor any of your rights or obligations may be sold, transferred, delegated, or assigned by you without our prior written consent, and any attempt to do so without such consent will be void, and no rights will devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee, or other person. Subject to the foregoing, this EULA will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

16.4 Gender. Throughout this EULA, wherever the context requires or permits, the neuter gender will be deemed to include the masculine and feminine.

16.5 Entire Agreement. This EULA, together with the applicable provisions of the Terms of Use and Privacy Policy, contains the entire agreement and understanding between you and us with respect to the MFA Planning Tool, and this EULA supersedes and replaces any other prior or contemporaneous agreements, terms, or conditions applicable to the subject matter of this EULA.

17. Contacting Us. If you have any questions about this End User License Agreement (including the Terms of Use and Privacy Policy), the MFA Services, or your MFA Account, you may contact us by email at support@myfinancialanswers.com or by mail at 1500 Kongs Highway N, Suite B-204, Cherry Hill, NJ 08034.