



Treasury Prime Terms of Service

This Privacy Policy was last updated on April 2, 2019.

1. Your Acceptance of Terms

Welcome

The following Terms of Service (“Terms”) are between you and Treasury Prime Inc. (“Treasury Prime”, “we” or “us”) and constitute a legal agreement that governs your use of all Treasury Prime websites within the domain treasuryprime.com and Treasury Prime’s application program interfaces and related materials (collectively, the “Service”). You must agree to these Terms before you can use the Service. You can agree to these Terms by: (a) actually using the Service, including, without limitation, accessing any Treasury Prime website, or (b) clicking a box that indicates you agree to the Service, where such a box is made available to you. If you do not agree to any of the following Terms, you may not use the Service and must leave any Treasury Prime website. If you received a User ID with access to the client portion of the Service, you are accepting these Terms on behalf of yourself and the company for which Treasury Prime authorized your access to the Service.

Legal Authority; Jurisdictional Issues

To use and/or register for the Service you (a) must be of legal age to form a binding contract with Treasury Prime, and (b) cannot be a person or entity barred from receiving the Service under the laws of the United States or other applicable jurisdiction, including the country in which you reside, are incorporated, or from which you use the Service. By accepting these Terms you represent that you understand and agree to the foregoing. The Service is controlled or operated (or both) from the United States, and is not intended to subject Treasury Prime to any non-U.S. jurisdiction or law. The Service may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Service is at your own risk, and you must comply with all applicable laws, rules and

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

Changes to Terms

Treasury Prime may update or change the Terms from time to time and recommends that you review the Terms on a regular basis. If Treasury Prime makes a change to the Terms, we will post the revised Terms on our website. You understand and agree that your continued use of the Service after the Terms have changed constitutes your acceptance of the Terms as revised. Without limiting the foregoing, if Treasury Prime makes a change to the Terms that materially impacts your use of the Service, Treasury Prime may post notice of any such change on our website and/or via email at the email address you provide to us.

2. Your Use of the Treasury Prime Service and Content

Subject to these Terms, Treasury Prime hereby grants you a non-exclusive, non-transferable, worldwide right and license to use the Service, solely for your own internal purposes. All rights not expressly granted to you are reserved by Treasury Prime and its licensors.

You may not access the Service if you are a direct competitor of Treasury Prime, except with Treasury Prime's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. Any action of this kind is likely to result in serious harm to Treasury Prime for which you agree that Treasury Prime will be entitled to immediate injunctive relief together with other legal and equitable remedies.

You shall not (i) license, sublicense, sell, resell, transfer, assign or distribute the Service in any way other than as permitted in writing by Treasury Prime; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any content of the website or the Service on any other server or wireless or Internet-based device; or (iv) modify, reverse engineer, decompile, disassemble or access any computer code relating to the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

Changes to the Service

Treasury Prime reserves the right to modify or stop the Service (or any part thereof), either temporarily or permanently, at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, we may post on our website or via the Service notice of such changes to the Service. It is your responsibility to review our website for any such notices. You agree that Treasury Prime shall not be liable to you or any third party for any modification or cessation of the Service, in whole or in part.

3. Registration

User IDs

Treasury Prime may provide you with an individual user ID (each a “User ID”) for access to certain parts of the Service. A User ID may only be used by the individual to whom it is issued.

If you received a User ID with access to Treasury Prime, the following additional terms will apply to your use of that User ID:

- You may only use such User ID while you are employed by the company for which Treasury Prime authorized your access to the Treasury Prime website.
- As between you and the company with which you are employed, such company will have full control over your User ID, and Treasury Prime may, in its sole discretion or at the request of such company, at any time terminate your ability to access those aspects of the Service that can only be accessed through a User ID. If such company ceases to be a client of Treasury Prime or you cease to be employed by such company, we may terminate your ability to access those aspects of the Service that can only be accessed through a User ID.

Account Security

Upon receiving your User ID, you will be required to select a password. Please choose a strong password and do not reveal your password to others. You agree that you are responsible for keeping your password confidential and secure, and further understand that you (together with your company if you are an individual who registers for a User ID for the Treasury Prime website) are solely responsible and liable for any activities that occur under your User ID. Each company will be responsible for all activity that occurs

under each of its employee's User IDs for the Treasury Prime website. If you suspect or become aware of any unauthorized use of any User ID, or if you become aware that any employee with an active User ID ceases to be employed by the company for which such User ID was authorized by Treasury Prime for the Treasury Prime website, please notify us at support@treasuryprime.com.

Registration Obligations

You agree that all information you provide to Treasury Prime during the registration process ("Registration Data") will be accurate, complete and current information, and that you will maintain and update the Registration Data as needed to keep it accurate and current. Failure to provide accurate, current and complete Registration Data could result in the suspension and/or termination of your ability to access all or portions of the Service.

4. Treasury Prime Proprietary Rights

"Content" means any information that may be viewed, accessed, downloaded, uploaded, posted, generated or submitted through the Service, such as computer code, data files, written text, graphics, images, sounds, videos, messages and any other like materials, including any information derived from any of the foregoing. "Treasury Prime Content" is any Content that is provided to you by Treasury Prime through the Service.

You acknowledge and agree that Treasury Prime and/or its licensors own all legal right, title and interest in and to the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Treasury Prime Content) contains proprietary and confidential information that is protected by applicable intellectual property and other laws. These Terms are not intended to, and will not, transfer or grant any rights in or to the Treasury Prime Content other than those which are specifically described herein, and all rights not expressly granted herein are reserved by Treasury Prime and/or its licensors. In addition, you are not permitted to alter, obscure, or remove any copyright, trademark or any other notices that are provided to you in connection with Treasury Prime Content.

Trademark Information

Treasury Prime, the Treasury Prime logo and other Treasury Prime trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or

registered trademarks of Treasury Prime in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license under these Terms in any trademarks, and you further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

5. Your Content

If you post or upload Content through the Service, you grant Treasury Prime a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Content throughout the world in any media known now or in the future.

You represent and warrant that you own or otherwise control all of the rights to Your Content that you post or upload through the Service; that Your Content is accurate; that use of Your Content does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify Treasury Prime for all claims resulting from Content that you post or upload. Treasury Prime has the right but not the obligation to monitor and edit or remove any activity or Content on or through the Service. Treasury Prime takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party.

Copyright Violations - DMCA

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Service, you may notify us pursuant to the Digital Millennium Copyright Act of 1998 (“DMCA”). To file a copyright infringement notification with us, you will need to send a written communication that includes the following (please consult your legal counsel or see Section 512(c)(3) of the DMCA to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The written communication should be sent to our Designated Copyright Agent at the following address:

Treasury Prime Inc.
2261 Market Street #4037
San Francisco, CA 94114
Attention: Designated Copyright Agent

6. Treasury Prime Privacy Policy

You understand that by using the Service you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with the Treasury Prime privacy policy, which is incorporated into and forms a part of this agreement. If you object to your information being used in this way, please do not use the Service. For more information please read our full privacy policy at <https://treasuryprime.com/policy/privacy>.

7. Termination

Treasury Prime may at any time, without prior notice, immediately terminate or suspend all or a portion of your access to the Service. Cause for such termination shall include, but not be limited to: (a) violations of the Terms or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your registration; (c) discontinuance or material modification to the Service or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Service to you is or may become unlawful; (f) unexpected technical or security issues or problems; (g) your participation in fraudulent or illegal activities; (h) failure to pay any fees owed by the company with which you are employed in relation to the Service if you received a User ID with access

to the Treasury Prime website; or (i) as set forth elsewhere in the Terms. Any such termination or suspension shall be made by Treasury Prime in its sole discretion, without any monetary liability to you, and Treasury Prime will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your access to the Service.

8. Links and Third Party Materials

Certain Content or other features of the Service may include materials from third parties and/or links to certain third party websites. Because Treasury Prime may have no control over such third party materials and/or websites, you acknowledge and agree that Treasury Prime is not responsible for the availability of such materials and websites, and does not endorse or warrant the accuracy of any such materials and sites, and shall in no way be liable or responsible for any information, advertising, products or materials on or available from such materials or sites.

9. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TREASURY PRIME AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, TREASURY PRIME AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; OR (C) ANY CONTENT OR OTHER INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AS SET FORTH IN THIS SECTION 9, OR THE LIMITATION OF LIABILITY SET FORTH IN SECTION 10 BELOW. AS SUCH, TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS IN THIS SECTION 9 OR IN SECTION 10 BELOW ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, THOSE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, TREASURY PRIME AND THE OTHER TREASURY PRIME PARTIES' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability

THE CUMULATIVE LIABILITY OF TREASURY PRIME AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS ARISING OUT OF OR RELATING TO THESE TERMS AND/OR THE SERVICE WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU IN CONNECTION WITH THE SERVICE IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED U.S. DOLLARS (\$100). YOU EXPRESSLY UNDERSTAND AND AGREE THAT TREASURY PRIME AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF TREASURY PRIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE (B) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (C) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (F) ANY OTHER MATTER RELATING TO THE SERVICE.

11. Indemnity

You will indemnify and hold us (and our affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors) harmless from and against any loss, claim or demand, including reasonable attorneys' fees, arising out of or relating to (i) your breach of these Terms; (ii) your violation of the rights of Treasury Prime or any third party; (iii) your violation of any applicable law, rule or regulation; (iv) any other party's access and use of the Service with your User ID, password or other appropriate security code; (v) your other access, contribution to, use or misuse of the Service or Treasury Prime Content or Trademarks. Treasury Prime shall provide notice to you of any such claim, suit or demand. Treasury Prime reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section 11. In such case, you agree to cooperate with any reasonable requests to assist Treasury Prime's defense of such matter.

12. Notices

Except as explicitly stated otherwise, legal notices shall be sent to Treasury Prime at the following address: 215 Kearny Street, Suite B, San Francisco, CA 94108. Notice shall be deemed given upon receipt.

13. Governing Law

These Terms and the relationship between you and Treasury Prime shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the City and County of San Francisco, California, to resolve any dispute or claim arising from these Terms.

14. General

These Terms constitute the entire agreement between you and Treasury Prime, govern your use of the Service and completely replace any prior agreements between you and Treasury Prime in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use third-party content or third-party software. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. You may not assign your rights or obligations hereunder, by operation of law or otherwise. Treasury Prime may freely assign its rights and obligations hereunder. The failure of Treasury Prime to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms will survive notwithstanding any termination of your access to all or any portion of the Service. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to this agreement. No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms. Any translation of these Terms is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of these Terms shall govern. You agree that any claim or cause of action arising out of or related to these Terms or the use of the Service must be filed within one (1) year after the cause of action arose or be forever barred, except as otherwise required under applicable law.