

License Agreement – Apple

UFCU PLANU APPLICATION
END USER LICENSE AGREEMENT

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Please read this Agreement carefully. By downloading, using or registering any aspect of the Licensed Application, you agree to comply with the terms and conditions contained herein. If you cannot agree with these rules, please do not download, register for or use the Licensed Application.

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2. OWNERSHIP. All title, ownership rights, an intellectual property rights in and to this Licensed Application (including but not limited to any trademarks, titles, computer code, themes, objects,

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3. MAINTENANCE AND SUPPORT. UFCU is solely responsible for providing maintenance and support services for this Licensed Application. You acknowledge that neither UFCU nor Apple will have any obligation to provide any maintenance or support to the Licensed Application.
4. SUGGESTIONS. You agree that UFCU may, without limitation and for no compensation, use in any manner all comments, suggestions, complaints and other feedback You provide relating to this Licensed Application.
5. YOU AGREE THAT YOU WILL NOT, NOR PERMIT ANY OTHER PERSON OR ENTITY TO DO ANY OF THE FOLLOWING; (a) exploit this Licensed Application or any of its parts commercially; (b) make copies of this Licensed Application or any part thereof, or make copies of any of its accompanying material; (c) sell, rent, lease, license, distribute, loan or otherwise transfer this Licensed Application, or any copies of this Licensed Application, without the express prior written consent of UFCU; (d) reverse engineer, decompile, disassemble or otherwise reduce this Licensed Application to any human-perceivable form; (e) modify, adapt, translate or otherwise create derivative works based on this Licensed Application; (f) disable, modify or otherwise tamper with any anti-piracy/anti-hacking functionality of this Licensed Application; (g) remove, disable, or circumvent any proprietary notices, marks or labels contained on or within this Licensed Application or its accompanying material; (h) export or re-export this Licensed Application or any portion, process, copy, or adaptation hereof in violation of any applicable laws or regulations or (i) otherwise use the Licensed Application in violation of any applicable law, regulation, or standard; use the Licensed Application other than for its intended use and function; use the Licensed Application to disrupt, inhibit or inappropriately access UFCU computer systems or the systems of any other financial institution.
6. DISCLAIMER OF WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PROVIDED BY LICENSED APPLICATION (“SERVICES”) ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND UFCU HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. UFCU DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR THE SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME

JURISDICTIONS MAY NOT ALLOW (OR LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. **PRODUCT CLAIMS.** You and UFCU acknowledge that UFCU, and not Apple, is responsible for addressing any claims You or any third party may assert relating to the Licensed Application including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL UFCU BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM USE, POSSESSION, MISUSE OR MALFUNCTION OF THIS LICENSED APPLICATION, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY, LOSS OF GOODWILL, FINANCIAL LOSS, TRANSACTION LOSS, COMPUTER OR HANDHELD DEVICE FAILURE OR MALFUNCTION AND DAMAGES FOR PERSONAL INJURY, EVEN IF UFCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW CONTRACTUAL LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR EXCLUSION OR LIMITATION OF LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE UFCU'S WARRANTY PERIOD AND LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
9. **INTELLECTUAL PROPERTY RIGHTS.** You and UFCU acknowledge that, in the event of any third party claim that the Licensed Application or your possession and use of the Licensed Application infringes that third party's intellectual property rights, UFCU, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
10. **TERMINATION.** Without prejudice to any other of UFCU's rights or of Your obligations hereunder, the limited license set forth in Section 1 of this Agreement will terminate automatically if You fail to comply with the terms and conditions of the Agreement. In such event, You must destroy all copies of this Licensed Application and all its component parts and related materials. UFCU reserves the right in its sole discretion at any time to suspend, amend or otherwise restrict Your use of the Licensed Application.
11. **INJUNCTIVE RELIEF.** Because UFCU would be irreparably damaged if the terms of the Agreement were not specifically enforced. You agree that UFCU will be entitled, without bond, other security or proof of damages to appropriate equitable remedies with respect to breaches of this Agreement, in addition to any and all other remedies which UFCU may have under applicable laws.
12. **INDEMNITY.** You agree to indemnify, defend and hold UFCU, its partners, affiliates, contractors, officers, directors, volunteers, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from Your acts and omissions to act in using the Licensed Application pursuant to the terms of this Agreement.
13. **DEVELOPER NAME AND ADDRESS.** University Federal Credit Union is the developer of the Licensed Application. Any questions, complaints or claims with respect to the Licensed Application should be directed to: University Federal Credit Union, Legal Department, P.O. Box 9350 Austin, Texas 78766
14. **THIRD PARTY BENEFICIARY.** You and UFCU acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

15. MISCELLANEOUS. (a) This Agreement represents the complete agreement concerning the license of this Licensed Application between You and UFCU and supersedes all prior or contemporaneous agreements and representations between them regarding the same subject matter. (b) This Agreement may be amended only by UFCU. (c) If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement will not be affected. (d) This Agreement will be governed by the laws of the State of Texas as such law is applied to agreements between Texas residents entered into and to be performed entirely within Texas, except as it may be governed by United States federal law, and You consent to the exclusive jurisdiction of the state and federal courts sitting in Travis County, Texas, and hereby waive any objection to personal jurisdiction or venue in such courts. (e) You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, nor to any dispute or transaction arising hereunder or in connection herewith. (f) You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. (g) If this Agreement is translated into a language other than English, You agree that the English version will prevail to the extent of any discrepancy in meaning between the English version and its translation. (h) Except and only to the extent prohibited by applicable law, You agree that any and all disagreements, disputes, claims, mediation, arbitration, litigation, etc., related to this Agreement shall be conducted in the English language, including but in no way limited to all correspondence, requests, motions, notices, consents, requests for discovery, interrogatories, submissions, filings, pleadings, arguments, orders and judgments. (h) For any and all disputes, claims or proceedings relating this Agreement where You are not a United States resident or United States citizen, You agree to the following arbitration provision to govern the resolution of any and all disputes, claims or proceedings and waive any and all rights to a jury trial, bench trial, or other tribunal other than the arbitration described here: the arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce in effect at the time of arbitration, except as may be modified herein or by mutual agreement of the parties. The seat of arbitration shall be in Austin, Texas, the arbitration shall be conducted by three arbitrators. The party initiating the arbitration (the "Claimant") shall appoint its arbitrator in its request for arbitration (the "Request"). The other party (the "Respondent") shall appoint its arbitrator within 30 days following receipt of the Request and shall notify the Claimant of such appointment in writing. If the Respondent fails to appoint an arbitrator within such 30-day period, the arbitrator named in the Request shall decide the controversy or claim as sole arbitrator. Otherwise, the two arbitrators appointed by the parties shall appoint a third arbitrator within 30 days after the Respondent has notified the Claimant of the appointment of the Respondent's arbitrator. When the third arbitrator has accepted the appointment, the two party-appointed arbitrators shall promptly notify the parties of the appointment. If the two arbitrators appointed by the parties fail or are unable to so appoint a third arbitrator or to so notify the parties, then the appointment of the third arbitrator shall be made by the International Chamber of Commerce. The third arbitrator shall act as chair of the arbitration panel. The arbitration award shall be final, non-appealable adjudication of the claim, proceeding or dispute and be in writing and shall be final and binding on You and UFCU. Judgement upon the award may be entered in any court having jurisdiction.

Effective: May 13, 2020

Last Update: May 13, 2020