

LIFESTYLEPLAN™ SERVICE TERMS AND CONDITIONS

Last Updated July 10, 2019

By ordering a service plan from NSYFinancial, LLC, a Texas limited liability company doing business as LifeStylePlan (“**LifeStylePlan**”), you (the “**Client**,” “**End User**,” or “**you**” as identified in the applicant account and service order; Client shall include any authorized agent executing this agreement on behalf of Client) agree to these Service Terms and Conditions (together with the any order for services (each, an “**Order Form**”), the “**Agreement**”). This Agreement governs Client’s use of the Services. Client and LifeStylePlan may be referred to individually as a “party” and collectively as the “parties.” This Agreement is entered into as of the date you order services (the “**Effective Date**”).

1 LifeStylePlan Services and Responsibilities.

1.1 Services to be provided. LifeStylePlan agrees to provide the services as requested in any applicable Order Form. Such services may include:

- Personal finance coaching
- Personal finance account aggregation portal
- Budgeting, spending and cash planning tools
- Bill paying and monitoring
- Personal finance reporting
- Account Balances
- Account Transaction Categorization and Aggregation
- Lifestyle Planning and Analysis
- Cashflow Planning
- Estate and Retirement Planning Tools

1.2 Changes to the Services by LifeStylePlan. LifeStylePlan reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services to Clients; (ii) the competitive strength of, or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law, provided that the above changes shall not impact the material functions of the Services.

1.3 Right to Refuse Certain Services. LifeStylePlan reserves the right to refuse performance of any services, at any time, with or without cause, and with notice to the client within forty-eight (48) hours of such refusal.

2 Client Obligations and Responsibilities.

2.1 Authority Granted. The Client hereby authorizes LifeStylePlan to act on behalf of the Client, as a duly authorized agent to act in the Client’s stead to provide the services designated under this Agreement on the Client’s behalf, as Client’s attorney in fact, thereby, allowing LifeStylePlan to acquire information necessary to perform the services designated. LifeStylePlan will have non-discretionary authority over Client’s accounts and LifeStylePlan will consult with client prior to executing transactions.

2.2 Additional Documents. It is understood by the Client that in order for LifeStylePlan to provide services as called for under this agreement, that certain documents and schedules may

be required and may be prepared by LifeStylePlan and executed by the Client in a timely fashion, such as, but not limited to, the consent for use and disclosure of financial, banking, payment and insurance information, privacy practices agreements, and the like. Failure by the Client to do so shall be considered a material breach of the agreement between the parties.

2.3 Client Responsibility. Client agrees to provide to LifeStylePlan upon reasonable request any and all documents and access needed for LifeStylePlan to perform the services agreed upon. This includes, but is not limited to, completion of privacy statements, release of information forms, account establishment forms, bank authorizations, disclosure of sources of income, and the providing of any and all instruments or documents necessary for LifeStylePlan to perform the Services to be provided (collectively, “**Client Materials**”).

2.4 Timely Responses and Effect of Delay. Client shall respond promptly to any LifeStylePlan request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for LifeStylePlan to perform the Services in accordance with the requirements of this Agreement. Client acknowledges that the start date and the end date of the work described in the Order Form depends on the timely receipt of Client Materials from Client and the performance of Client’s cooperation obligations. In case of any delay therein, LifeStylePlan’s obligations under the relevant Order Form will be suspended for the period of the delay, provided LifeStylePlan immediately provides notice of such delay caused by Client. LifeStylePlan is not responsible or liable for any delay or failure of performance caused in whole or in part by Client’s delay in performing, or failure to perform, any of its obligations under this Agreement.

2.5 Changes to the Services by Client. Client may elect to add or subtract features through its use of the Services by contacting LifeStylePlan. If any request for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work or causes any changes to this Agreement, LifeStylePlan shall apply the increased or decreased fees to the first invoice issued subsequent to the change to the Services requested by the Client. When a Client upgrades its Services ordered, the new Services may or may not require an additional setup fee. Setup fees and additional Service fees will be disclosed at the time of any such upgrade.

3 Billing for Services Provided. All services are to be provided in keeping with the billing rates set forth by LifeStylePlan.

3.1 Fees and Expenses. In consideration of the provision of the Services and the rights granted to Client under this Agreement, Client shall pay LifeStylePlan a monthly fee of consistent with the Order Form for the Services selected, which amount shall be inclusive of any costs of materials or other expenses of LifeStylePlan in providing such Services. Payment to LifeStylePlan of the fees set forth in this Section 3.1 shall constitute payment in full for the performance of the Services, and Client shall not be responsible for paying any other fees, costs, or expenses.

3.2 Payment. LifeStylePlan shall issue monthly invoices to Client for the fees due. Client shall pay all properly invoiced amounts due to LifeStylePlan upon receipt of such invoice, which may be billed automatically to a payment method on file.

3.3 Taxes. All fees payable by Client under this Agreement are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on such amounts. LifeStylePlan shall be responsible for any taxes imposed on, or with respect to, LifeStylePlan’s income, revenues, gross receipts, personnel, or

real or personal property, or other assets. Client shall be solely responsible for the payment of any sales and use taxes assessed against the sale of Client's services.

3.4 Late Payments. Client shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 6% per month or the highest rate permissible under applicable Law. Client shall also reimburse LifeStylePlan for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

4 **Confidentiality**. All information we collect through or in connection with the Services is subject to our Privacy Policy available at <https://www.lifestyleplan.com/privacy/>. By agreeing to this Agreement, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5 Representations and Disclaimer of Warranties.

5.1 Client Representations. Client represents and warrants the following:

(a) That Client has full authority to engage LifeStylePlan under this agreement; and

(b) The terms of this Agreement do not violate any obligation to which the Client is bound, and, if Client is a corporation, partnership, trust, association or other entity, that this Agreement has been duly authorized by appropriate action. If so requested, Client will deliver to LifeStylePlan such evidence of authority as LifeStylePlan shall reasonably require.

5.2 Disclaimer of Warranties. THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LIFESTYLEPLAN, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LIFESTYLEPLAN PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

LIFESTYLEPLAN DOES NOT WARRANT OR REPRESENT THAT ITS IDEAS, RECOMMENDATIONS, DELIVERABLES, OR OTHER WORK PROVIDED TO CLIENT WILL ENSURE THE COMMERCIAL OR OTHER SUCCESS OF CLIENT'S ACTIVITIES.

6 Limitation of Liability.

6.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT WITH

RESPECT TO THE PARTIES' LIABILITY FOR INDEMNIFICATION OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 MAXIMUM LIABILITY. EXCEPT WITH RESPECT TO THE PARTIES' LIABILITY FOR INDEMNIFICATION OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO LIFESTYLEPLAN PURSUANT TO THIS AGREEMENT IN THE THREE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7 **Term; Termination.**

7.1 Term. The term of this Agreement commences on the Effective Date on the Order Form and shall automatically renew on a monthly basis, unless it is terminated in accordance with the terms of this Agreement (the "**Term**").

7.2 Termination for Convenience. Either party may terminate this Agreement on thirty (30) days' prior written notice to the other party. Cancellation will be effective at the end of the then current month and client shall not owe LifeStylePlan for any services after the month of termination.

7.3 Termination for Breach. This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

7.4 Effect of Expiration or Termination.

(a) Expiration or termination of this Agreement will not affect any rights or obligations that (i) are to survive the expiration or earlier termination of this Agreement, including Section 3, Section 4, Section 5, Section 6, Section 7, and Section 8 as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or earlier termination.

(b) Upon expiration or termination of this Agreement for any reason, LifeStylePlan shall promptly deliver to Client all Deliverables for which Client has paid.

(c) Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies, or defenses under this Agreement, at law, in equity or otherwise.

8 **Miscellaneous.**

8.1 Applicable Law, Forum, and Severability. These terms and conditions and any act,

contract, or transaction to which they shall apply shall be governed by and construed under the laws of state of Texas of the United States of America and to the extent applicable, the laws of the United States of America, and any dispute arising out of any act or contract shall be brought into the appropriate court having jurisdiction within Dallas County, Texas, USA. Should any paragraph or portion of these terms and conditions be found by a court of competent jurisdiction to be invalid, the remaining portions and paragraphs shall remain in full force and effect.

8.2 Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, however, that either Party may assign this Agreement to an Affiliate, a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of the Party's assets. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8.3 Attorney's Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees.

8.4 Dispute Resolution. In the event of a dispute arising out of the interpretation or performance of this Agreement, the Parties agree to first submit such dispute to non-binding mediation with a mutually agreed upon mediator in a mutually agreeable location. If the parties cannot agree upon a location then the mediation shall take place in Dallas, Texas. If the Parties cannot agree upon a mediator, then each Party shall select a mediator and those mediators shall select a single mediator to handle the mediation.

8.5 Entire Agreement and Modification. The terms and conditions set forth herein and the attached schedules contain the sole and entire agreement between LifeStylePlan and the Client and supersede all prior discussions, proposals, quotations, negotiations, representations, and agreements. No modification, waiver, or discharge of any agreement or any of its terms shall bind LifeStylePlan, unless in writing and signed by the duly authorized representative to make such modification, waiver or discharge. LifeStylePlan further reserves the right to modify any and all of the terms and conditions with written notice with said modification effective the date of submittal of the written notice.

8.6 Indemnification. You agree to indemnify, defend, and hold harmless LifeStylePlan and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of this Agreement, including but not limited to the content you submit or make available through the Services.

8.7 Limitations Period. No action arising out of or in connection with this Agreement or the transactions contemplated by the Agreement may be brought by either party against the other more than one (1) year after knowledge of the action accrues.

8.8 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and delivered to the email address listed in Client's account. All Notices to client shall be delivered via e-mail. Except as

otherwise provided in this Agreement, a Notice is effective three (3) days after Notice is sent. Client may provide Notice to LifeStylePlan at PO Box 259200 Plano, TX 75025-9200.

Schedule 1

LifeStylePlan™ Mobile Application End User License Agreement

This LifeStylePlan Mobile Application End User License Agreement (“**Agreement**”) is a binding agreement between you (“**Client,**” “**End User,**” or “**you**”) and NSYFinancial, LLC (“**LifeStylePlan**”). This Agreement governs your use of the LifeStylePlan App as available on iOS or Android, (including all related documentation, the “**Application**”). The Application is licensed, not sold, to you.

BY DOWNLOADING AND USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. **License Grant.** Subject to the terms of this Agreement, LifeStylePlan grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“**Mobile Device**”) strictly in accordance with the Application’s documentation.

2. **License Restrictions.** Licensee shall not:

- (a) copy the Application, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

3. **Reservation of Rights.** You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. LifeStylePlan and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. **Collection and Use of Your Information.** You acknowledge that when you download, install, or use the Application, LifeStylePlan may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy available at <https://www.lifestyleplan.com/privacy/>. By

downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. **Geographic Restrictions.** The Content and Services are based in the State of Texas in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

6. **Updates.** LifeStylePlan may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that LifeStylePlan has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

7. **Third-Party Materials.** The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that LifeStylePlan is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. LifeStylePlan does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

8. **Term and Termination.**

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or LifeStylePlan as set forth in this [Section 8](#).
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- (c) LifeStylePlan may terminate this Agreement at any time without notice if it ceases to support the Application, which LifeStylePlan may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination, all rights granted to you under this Agreement will also terminate; and you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- (e) Termination will not limit any of LifeStylePlan’s rights or remedies at law or in equity.

9. **Disclaimer of Warranties.** THE APPLICATION IS PROVIDED TO LICENSEE “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LIFESTYLEPLAN, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE

APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LIFESTYLEPLAN PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LIFESTYLEPLAN OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR LIFESTYLEPLAN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. **Indemnification.** You agree to indemnify, defend, and hold harmless LifeStylePlan and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

12. **Export Regulation.** The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

13. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect; provided, however, that if any fundamental term or provision of this Agreement (including without limitation [Section 2](#)), is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

14. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in Dallas, Dallas County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. **Entire Agreement.** This Agreement, any applicable LifeStylePlan service agreement, website terms of use, and our Privacy Policy constitute the entire agreement between you and LifeStylePlan with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

17. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.