

Website Terms of Use

Version 1.0

Last Updated: July 8th, 2017

The website located at <https://www.changetrust.com> (the “Site”) is a copyrighted work belonging to ChangeTrust, Inc. (“ChangeTrust”, “us”, “our”, and “we”). Certain features and functionality of the Site may be subject to additional guidelines, policies, terms, agreements, or rules, which will be posted on the Site, and/or executed separately between you and ChangeTrust, in connection with such features and functionality. All such additional guidelines, policies, terms, agreements, or rules are incorporated by reference into these Website Terms of Use (these “Terms”).

These Terms set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). **You may not access or use the Site or accept the Terms if you are not at least 18 years old.** If you do not agree with all of the provisions of these Terms, do not access and/or use the Site or any information or content contained on the Site. We reserve the right to revise these Terms at any time and will post notice of the changes and the updated Terms on this Site. If we make any changes, we will change the Last Updated date above. You are responsible for regularly reviewing these Terms. Your continued use of this Site after the changes have been posted means that you agree to the new Terms.

1. Privacy Policy. Your use of this Site is governed by our Privacy Policy available at <https://www.changetrust.com/docs/privacypolicy.pdf> (the “Privacy Policy”).

2. Access to the Site.

2.1 General Use. Subject to the provisions in these Terms, you may use the Site for non-commercial purposes to: (i) learn about our services; and (ii) enter into agreements with us to use our services. Certain information, content, documents and services provided on and through this Site, including data, information, suggestions, videos, logos, graphics and images (together, the “Materials”) that are not Feedback (as defined below) are the copyrighted and/or trademarked work of ChangeTrust or ChangeTrust’s contributors. You acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Materials in any manner. You acknowledge that you have no right, title or interest in or to this Site or any Materials. You acknowledge that data storage is not guaranteed. You agree that ChangeTrust will have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur with respect to the loss or deletion of User Content (defined below) or Materials.

2.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced,

distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

2.3 Modification. ChangeTrust reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that ChangeTrust will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof

2.4 No Support or Maintenance. You acknowledge and agree that ChangeTrust will have no obligation to provide you with any support or maintenance in connection with the Site.

3. Ownership. Excluding any User Content that you may provide, you acknowledge that all right, title, interest, and other worldwide intellectual property rights, including copyright rights, patent rights, trademarks, mask work rights, moral rights, rights of publicity, trade dress rights, service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction in and to the Site, its content, and all copies thereof are owned by ChangeTrust or ChangeTrust's suppliers. The Site is a copyrighted work belonging to ChangeTrust. Neither these Terms (nor your access to the Site) transfers to you or any third party any right, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms. ChangeTrust and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms. The ChangeTrust name and logo are trademarks of ChangeTrust. Other trademarks, names, service marks, and logos displayed on this Site ("**Marks**") are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks. Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, images and icons, as well as the arrangement thereof, are the sole property of ChangeTrust or its licensors. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

4. Compatible Mobile Devices and Third Party Carriers. We do not warrant that the Site will be compatible with your mobile device or carrier. Your use of the Site may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Site if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jail broken."

5. User Content

5.1 User Content. "**User Content**" means any and all information and content that you submit, post, or transmit to or through, or use with, the Site (e.g., content in the user's profile or postings, including without limitation media, text, audio and video recordings, photos, graphics, commentary or other information or content). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use

Policy (defined below). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by ChangeTrust. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy or applicable law. ChangeTrust is not obligated to backup, store, or manage any User Content, and your User Content may be deleted or lost at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. ChangeTrust makes no warranties regarding User Content. ChangeTrust is under no obligation to screen or monitor User Content, but may review User Content from time to time at its sole discretion to review compliance with these Terms. ChangeTrust will make all determinations as to what User Content is appropriate in its sole discretion. We may include, edit or remove any User Content at any time without notice. ChangeTrust is not responsible or liable for any User Content from other users that you access, use, or view on the Site. ChangeTrust makes no representations that your User Content will remain available via the Site in any way and may remove your User Content in its sole discretion. YOU UNDERSTAND THAT ANY USER CONTENT THAT YOU POST FOR VIEWING ON THE SITE IS MADE PUBLICLY AVAILABLE TO USERS OF THE SITE, AND CHANGETRUST DOES NOT GUARANTEE ANY CONFIDENTIALITY WITH RESPECT TO ANY SUCH USER CONTENT, NOR DOES IT GUARANTEE THAT YOUR INTELLECTUAL OR PROPRIETARY RIGHTS IN SUCH USER CONTENT WILL NOT BE INFRINGED OR MISAPPROPRIATED.

5.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to ChangeTrust a perpetual, irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to use, reproduce, distribute, catalog, modify, edit, adapt, compile, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights. You expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us or post on the Site without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information. ChangeTrust shall not seek additional permission from you for any uses and you expressly waive any right of approval or compensation for such uses. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

6. Acceptable Use Policy. The following terms constitute our “Acceptable Use Policy”:

(a) You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies

or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; (vii) resell use of, or access to, the Site to any third party; or (viii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

(c) Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you, in our sole discretion, if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with these Terms, and/or reporting you to law enforcement authorities. If you notice any violation of this Acceptable Use Policy or other unacceptable behavior by any user, you should report such activity to ChangeTrust at legal@changetrust.com.

7. Feedback. If you provide ChangeTrust with any feedback, information, ideas, or suggestions regarding the Site and/or Materials ("**Feedback**"), you hereby agree that such Feedback will be the sole and exclusive property of ChangeTrust, and hereby assign to ChangeTrust all right, title and interest worldwide in and to such Feedback and all related intellectual property rights, and agree that ChangeTrust shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. You agree to assist ChangeTrust in perfecting and enforcing such rights. ChangeTrust will treat any Feedback you provide to ChangeTrust as non-confidential and non-proprietary. You agree that you will not submit to ChangeTrust any information or ideas that you consider to be confidential or proprietary. You acknowledge that you are responsible for such information including, but not limited to, Feedback, opinions, messages, comments, and other content or material that you submit or upload to the Site.

8. Disclosure of Information. Your use of this Site is governed by our Privacy Policy available at <https://www.changetrust.com/docs/privacypolicy.pdf> (the "**Privacy Policy**"). You agree that ChangeTrust may collect and use technical data and related information, including, but not limited to, technical information about your system and application software and peripherals that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Site. To learn more about our policies with respect to the collection, use and disclosure of information, please review our Privacy Policy. ChangeTrust does not wish to receive confidential or sensitive information, including without limitation, protected health information, of you or any third person. You acknowledge that any and all information provided by you to ChangeTrust is not confidential, proprietary, or protected health information, and that ChangeTrust has no obligation for such information. You agree to defend, indemnify, and hold ChangeTrust (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand related to such information.

9. Third Party Content. Certain information and other content that is not Feedback may be provided by third party licensors and suppliers to ChangeTrust ("**Third Party Content**"). The Third Party Content is, in each case, the copyrighted and/or trademarked work of the creator/licensor. You acknowledge and agree that you have no right to download, cache, reproduce, modify, display, edit, alter or enhance any

of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content.

10. Indemnification. You agree to defend, indemnify, and hold ChangeTrust (and its officers, employees, processors, and agents) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation all costs, attorneys' fees, and accounting fees) arising out of any claim, demand, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to (a) your use of the Site, (b) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms, (c) your actual or alleged violation of any law, rule or regulation of the United States or any other country, (d) your User Content, (e) your wrongful or improper use of the Site; (f) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; and (g) any other party's access and/or use of the Site with your unique name, password or other appropriate security code. ChangeTrust reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of ChangeTrust. ChangeTrust will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. Third Parties; Release; Website Content.

11.1 Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of ChangeTrust, and ChangeTrust is not responsible for any Third-Party Links & Ads. ChangeTrust provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's agreement and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

11.2 Third Party Products & Services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party. We do not have control of, or liability for, goods or services that are paid for, received, or provisioned using the Site. All third party hardware and other products included or sold with the Site are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the third party manufacturer directly. CHANGETRUST MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 Other Users. Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, safety, reliability, or quality of any User Content. Your interactions with other Site users, including without limitation beneficiaries and donors, are solely between you and such users. You agree that ChangeTrust will not be responsible or liable for any loss or damage incurred as the result of

any such interactions whether through the Site or in person. If there is a dispute or conflict between you and any Site user, we are under no obligation to become involved.

11.4 Release. You hereby release and forever discharge ChangeTrust (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

12. Website Content. ChangeTrust will not provide tax or legal advice to you. You agree that none of the content provided through the Site is intended as, and shall not be deemed to be, tax or legal advice. You acknowledge that you should consult with a tax advisor before making tax-related decisions. All content, products, and services on the Site are provided "as is" without any warranty of any kind, express or implied, including warranties of accuracy, fitness for a specific purpose, security, ownership, title, non-infringement, or merchantability.

13. Disclaimers

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND CHANGETRUST (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, AND/OR CORRECTION. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. Limitation on Liability

14.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CHANGETRUST (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE EVEN IF CHANGETRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND

YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU, YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

14.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF U.S. \$100. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

14.3 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

15. Term and Termination. Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your account, the license, and other rights granted under these Terms, if any, including the right to access and use the Site, will terminate immediately. You understand that any termination of your rights may involve deletion of your information, account data, and User Content from our databases and servers. ChangeTrust will have no liability whatsoever to you or any third party for compensation, reimbursement, or damages for any termination or suspension of your rights under these Terms, including for termination of your access rights or deletion of your User Content, information or account data. Even after your rights under these Terms are terminated, all provisions of these Terms relating to ownership, limitation of liability, releases, warranties, warranty disclaimers, indemnification and governing law, or that by their terms contemplate obligations intended to survive termination, will survive the termination of your rights to use the Site.

16. Copyright Policy. ChangeTrust respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and email address;

6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for ChangeTrust is: Rubicon Law

Designated Agent: Shane Fleenor of Rubicon Law

Address of Agent: 1624 Market St Suite 202, Denver, CO 80202

Telephone: 1 (303) 800-9120

Email: shane@rubiconlaw.com

17. General

17.1 Governing Law. These Terms and any dispute will be governed by Colorado law and/or applicable federal law as applied to agreements entered into and to be performed entirely within Colorado, without regard to its choice of law or conflicts of law principles.

17.2 Void Where Prohibited. ChangeTrust administers and operates the Site from its location in Colorado Springs, CO USA. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. ChangeTrust reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

17.3 Communication. You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us. These communications may be generated by automatic telephone dialing systems which will deliver prerecorded messages, including for the purposes of secondary authentication, receipts, reminders and other notifications. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you. You may opt-out of receiving communications by following the unsubscribe options we provide to you. You acknowledge that opting out of receiving communications may impact your use of the Site. The communications between you and ChangeTrust use electronic means, whether you use the Site or send us emails, or whether ChangeTrust posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from ChangeTrust in an electronic form; and (b) agree that all conditions, agreements, notices, disclosures, and other communications that ChangeTrust provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing (unless otherwise prohibited by applicable law). The foregoing does not affect your non-waivable rights.

17.4 Export. The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from ChangeTrust, or any products utilizing such data, in violation of the United States export laws or regulations.

17.5 Disclosures. ChangeTrust is located at the address provided herein. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

17.6 Entire Terms. The Terms constitute the entire agreement between you and us regarding your use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to ChangeTrust is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without ChangeTrust’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. ChangeTrust may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

18. Arbitration; Class Waiver; Waiver of Jury Trial. You and ChangeTrust agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Site under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Denver County in the state of Colorado. You covenant not to sue ChangeTrust in any other forum. You also acknowledge and understand that, with respect to any dispute with the ChangeTrust arising out of or relating to your use of the Site or these Terms: **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.**

19. Order of Precedence. In the event of a conflict among the documents composing these Terms, the order of precedence and control will be: (a) your separately executed agreement with us (if any); (b) the Privacy Policy; and (c) this Website Terms of Use.

20. Notice Regarding Apple. If you downloaded the ChangeTrust application (“App”) from the Apple iTunes Store this section will apply to you. You agree to and acknowledge that these Terms are between you and ChangeTrust only, not with Apple, Inc. (“Apple”), and Apple is not responsible for the App and the contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Site. Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App and/or your possession and use

of the App infringe that third party's intellectual property rights. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby 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.

21. Copyright Notice. Copyright © 2017 ChangeTrust, Inc. All rights reserved.

22. Contact Information:

ChangeTrust, Inc.
P.O. Box 51282
Colorado Springs, CO 80949
Telephone: (719) 888-9049
Email: legal@changetrust.com