

## Bank Feed Service Terms of Use

*Your use of automated bank account feeds enabled by the Yodlee data gathering service (Yodlee Service) from within the Accomplish Service (Service) is subject to the following terms. These terms should be read in conjunction with the terms and conditions for your own Internet Banking services.*

- 1. Provide Accurate Information.** You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other websites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- 2. Proprietary Rights.** You are permitted to use information, data or other materials delivered to you through the Yodlee Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this information, data or other materials. Further, you agree not to reverse engineer or reverse compile any of the Yodlee Service technology, including but not limited to, any Java applets associated with the Yodlee Service.
- 3. Content You Provide.** You are licensing to Accomplish and Yodlee, Inc. ("Yodlee"), any data, passwords or other information (collectively, "Content") you provide through or to the Yodlee Service. Accomplish and Yodlee may use, modify, display, distribute and create new material using such Content only to provide the Yodlee Service and the Service to You. By submitting Content, You automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Accomplish and Yodlee may use the Content for the purposes set out above.
- 4. Third Party Accounts.** By using the Yodlee Service, You authorise Accomplish and Yodlee to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, You hereby grant Accomplish and Yodlee a limited power of attorney, and You hereby appoint Accomplish and Yodlee as Your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for You and in Your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use Your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as You might or could do in person, only as required to provide you the Service. You acknowledge and agree that when Accomplish or Yodlee accesses and retrieves information from third party sites, Accomplish and Yodlee are acting as your

agent and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorisation, agency and power of attorney granted by you. You understand and agree that the Yodlee Service is not endorsed or sponsored by any third party account providers accessible through the Yodlee Service.

5. **Disclaimer of warranties.** You expressly understand and agree that:

Your use of the Yodlee Service and all information, products and other content (including that of third parties) included in or accessible from the Yodlee Service is at your sole risk. The Yodlee Service is provided on an "as is" and "as available" basis. Accomplish and Yodlee expressly disclaim all warranties of any kind as to the Yodlee Service and all information, products and other content (including that of third parties) included in or accessible from the Yodlee Service , whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Accomplish and Yodlee make no warranty that (i) the Yodlee Service will meet Your requirements, (ii) the Yodlee Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Yodlee Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Yodlee Service will meet your expectations, or (v) any errors in the technology will be corrected.

Any material downloaded or otherwise obtained through the use of the Yodlee Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Accomplish or Yodlee through or from the Yodlee Service will create any warranty not expressly stated in these terms.

Please keep the following information in a safe place as it will be required if you wish to make changes to your EziFeed Subscription in future.

- Access Code
- Subscription Number

Note: The Access Code should be kept confidential as it is used by Accomplish staff to verify that you are the authorised user of this EziFeed Subscription and can add/remove bank accounts and cancel your subscription. It is also used within CashManager to provide access to all bank accounts and transactions that are available to this subscription

6. **Limitation of liability.** You agree that neither Accomplish or Yodlee nor any of their affiliates, account providers or any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if Accomplish or Yodlee has been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the Yodlee Service ; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Yodlee Service ; (iv) unauthorised access to or alteration of your transmissions or data; (v) statements or conduct of anyone on the Yodlee Service ; (vi) the use, inability to use, unauthorised use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Yodlee Service .
7. **Indemnification.** You agree to protect and fully compensate Accomplish and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from Your use of the Yodlee Service, Your violation of these terms or Your infringement, or infringement by any other user of Your account, of any intellectual property or other right of anyone.
8. **Yodlee.** You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.
9. **Payment.** There are two options:
  1. Monthly payment by credit card paid in advance. Processed on a recurring basis by Accomplish. If your credit card has expired, we will advise you via email and ask for your new expiry without stopping the above service. If your credit card has no funds available at the time of applying the payment, your service will be stopped until payment has been bought up to date.
  2. Annual payment by direct credit/internet banking paid in advance. In the event of a cancellation during this 12 month contract, no refund will be provided for unused calendar months. However a 30 days money back guarantee is provided if the contract is cancelled within the first 30 days of use of the product.
10. **Automated Bank transaction data delivered into your Accomplish account:**

Where available, automated bank account transaction data feeds are generally provided

to you free of charge if you are using CashManager Online, or for a small monthly fee if you are using CashManager on your desktop computer. However, Accomplish reserves the right to pass on any charges related to the volume of transactions within the bank feed data on a case-by-case basis at Accomplish sole discretion. Accomplish would first contact you to indicate what those charges are likely to be (as such charges may vary depending on your bank and your volume of bank feeds). You have the option to decide to discontinue use of automated bank feeds at any time. To exercise this option, you must contact Accomplish by the 15<sup>th</sup> of the month to advise which automated bank account transaction data feeds you want to discontinue. Upon receiving such notice Accomplish will arrange for such feeds to be terminated.

11. **Termination.** You can terminate your service at any time by written confirmation of notice to terminate. Confirmations received by the 15<sup>th</sup> of the month will ensure no charge for the following months use, and termination will be complete by the end of the month notice given in.