

**Electronic Funds Transfer Disclosure and Terms and Conditions of Your Electronic Banking Account**

Commercial Bank & Trust of PA ("we," "our," "us" or "the bank") offers its online banking service to enable you to pay bills and perform banking transactions via personal computer, telephone and tablet. Another company provides the service on behalf of Commercial Bank & Trust of PA. All applicable federal and state laws and regulations shall govern these terms and conditions. By using the services you consent to these terms and conditions.

**Customer Service Information**

For questions concerning your account, account history, payment or transfer processing or other use of the services, contact:

Commercial Bank & Trust of PA  
(724) 539-3501 or  
1-(800) 803-2265  
Monday-Friday 8 a.m.-4:30 p.m. (ET)  
Saturday 10 a.m.-1 p.m. (ET)  
-OR-

Online Banking Support Services  
1-(800) 684-2440  
Monday-Friday 7:30 AM - 10:00 PM

Calls made at times listed above will be returned within one business day, calls made at times other than those listed above will be returned within two business days. Business days are Monday through Friday, excluding normal banking holidays.

**Services**

You authorize us to utilize another company to provide the services to you on your behalf. The application will constitute your authorization for us to make recurring payments or transfers via the services on your behalf.

Only your accounts at Commercial Bank & Trust of PA may be used for the services. You may designate any of your Commercial Bank & Trust of PA personal checking accounts for the bill-payment service. The accounts you choose for bill payment are your designated accounts ("designated accounts"). You may make payments to any merchant that agrees to accept payments through the services. You also may choose to have transfers made between your Commercial Bank & Trust of PA accounts via the banking service.

You may make payments on your loan with us by transferring funds from your deposit account. You may NOT use this service to pay taxes, court-directed payments or other payments to government agencies.

Commercial Bank & Trust of PA reserves the right to refuse to make any payment and/or transfer, but will notify you of any such refusal to make a payment or transfer.

The bank may at any time in its sole discretion, and without penalty or liability, deny online services account access or place limits on the dollar amount of funds that may be withdrawn or transferred.

## **Transaction Limitations**

Transaction limitations on some types of accounts you may have with us as listed below:

1. Money Market Investment or Savings Account - Transfers to another account with us or to third parties by pre-authorized, automatic transfer, telephone, computer, or by check, draft, debit card, or similar order are limited to six per statement period. Transactions conducted by ATM are unlimited.
2. ProsperityPlus Savings Account - Transfers to another account are limited to six per calendar month. None of those transactions may be made by check, draft or use of a debit card at merchant terminals or similar orders, and none may be made to third parties by telephone, pre-authorization or automatically. Transactions conducted by ATM are unlimited.
3. Money Market Investment, Savings and ProsperityPlus Savings Accounts may NOT be designated accounts for the bill-payment option due to the transaction limitations previously stated.
4. There is no limit on the frequency or dollar amount of transfers or bills you can pay to us or to third parties from your designated account(s).

## **Account Information**

Account balances and other account information received through electronic services may not reflect recent transactions or pre-scheduled transactions and may include funds that are not available for immediate withdrawal.

## **Joint Accounts**

When the services are linked to one or more accounts owned jointly, we may act on the instruction of any one owner.

## **Fees and Charges**

Online Banking and mobile banking: FREE  
(Commercial Bank & Trust of PA does not charge for the service, however, messaging and data rates from your carrier may apply)

Online Banking and mobile banking with Bill Payment (per statement cycle): FREE\*

\*In the event we are unable to process a services transaction, through no fault of ours (if, for example, there are insufficient funds in your designated account), the transaction will result in a "failed payment and/or transfer." You agree to reimburse us the funds owed to us immediately upon our demand if payment has been made to one of your designated merchants for which funds were not available in your designated account and we are unable to recover the amounts of the payment by debit to the merchant or by charge to you.

## **New Services**

We may, from time to time, introduce new services or enhance the existing services. We shall notify you of the existence of these new or enhanced services. By using these services when they become available, you agree to be bound by the obligations concerning these services, which will be sent to you.

## **Bill Pay Payments**

The date designated by you in your payment instruction as the day you wish payment to be made is called the payment date. The service will suggest a payment date of either five business days or ten business days in advance of the date the payment is actually due, depending on whether the merchant accepts electronic payment. If you choose a payment date other than that suggested by the service and your payment is late, you will be liable for that portion of any late fees and other expenses incurred that are attributable to your payment choice.

You may schedule or modify a payment for the same business day no later than 3:00 p.m. Eastern Time. The payment date always must be a business day as defined previously. If it is not, the payment date will be the first business day after the date indicated.

Subject to the terms and conditions of this agreement, you authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including, without limitation, electronic, paper or some other means.

Funds will arrive at your targeted merchant and/or account as close as reasonably possible to the date designated by you in your payment instructions. It is important that the payment is set to arrive on or before the merchant due date, not the late date. The date the merchant credits the payment depends upon the merchant's payment-processing procedures and Commercial Bank & Trust of PA will not be responsible for any delay in crediting the payment that is the result of the merchant's payment-processing procedures.

For each properly instructed payment to an eligible merchant to a targeted account, you will receive a transaction confirmation number ("confirmation number"). Each payment instruction or modification of a payment instruction will be assigned a unique confirmation number. For recurring payments initiated by a single instruction, the service will generate a unique confirmation number for each individual payment on the business day following the previous payment date for that particular payment. If you do not receive a confirmation number, you have not successfully initiated a payment and we will not process your payment instruction. The confirmation number will appear on the computer screen for Online Banking/Bill Payment.

If you follow the procedures described in this agreement for payments and are assessed a penalty or late charge by a merchant because your payment is late, we will reimburse you for your late charge to the extent required by applicable law. **However, if you did not receive a confirmation number or if you have been notified of our refusal or inability to make a payment, we shall not be liable for any failure to make a payment, including any finance charges or late fees incurred by you as a result.**

**In the event that you do not adhere to the obligations set forth in this agreement or you schedule a payment in less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for all penalties, late fees and damages and we will not be liable for any such charges.**

### **Liability Limitations**

Under no circumstances will we be liable if our authorized agent or we are unable to complete any payments and/or transfer initiated in the correct amount or in a timely manner via the services because of the existence of any one or more of the following circumstances:

1. You do not receive a confirmation number at the time you initiate a payment or modification of a payment.
2. If, through no fault of ours, your designated account does not contain sufficient funds to complete the payment and/or transfer or if the payment and/or transfer would cause you to exceed the credit limit on your designated account's overdraft protection line of credit.
3. The funds in your designated account are subject to legal process or other encumbrance restricting such payment or transfer.
4. You have closed your designated account.
5. Your subscription to the service has been terminated for any reason.
6. The services, your equipment, the software or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred.
7. You have not provided us with the correct information for those merchants to whom you wish to direct payment or accounts to which you wish to make a transfer.
8. The merchant mishandles or delays crediting of any payments sent by us on your behalf.
9. Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

**We are not responsible for any other loss, damage or injury caused by your equipment or software, the services or any technical or editorial errors contained in or omissions from any user guide related to the services. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.**

## **Transfer Cancellation or Modification**

Except for those transfers that are completed immediately, you may cancel or modify via the services a single or recurring transfer up to 7 p.m. Eastern Time on the payment date. When a transfer is cancelled via the services, the confirmation number of that earlier instruction is displayed on the screen. You will not receive a new confirmation number for a cancellation.

When a transfer is modified, a new confirmation number is provided. A modification of a recurring transfer instruction will affect all future transfers associated with that transfer.

If you cancel a scheduled transfer before 7 p.m. Eastern Time on the payment date via the services and the transfer is processed, we will be liable for your losses or damages to the extent provided by applicable law.

## **Suspension**

In the event of repetitive failed payments or transfers, we reserve the right to suspend your subscription to the services. This suspension may be without prior notice to you. In the event your subscription is suspended we will notify you by mail at your last listed address. All inquiries or correspondence relating thereto, including request for reinstatement, should be directed to Commercial Bank & Trust of PA.

## **Statements**

All payments and/or transfers made via the services will be listed on your monthly account statement(s) that you receive from us.

## **Care of Your User Identification Number and Password**

Your User Identification Number and Password are confidential and should not be disclosed to any other person. Contact us immediately if you believe your User Identification Number or Password has been lost or stolen or that someone has access to your accounts without your permission. Telephoning us is the best way to minimize your losses.

## **Your Responsibilities**

You agree to keep your personal information accurate, complete and current.

## **Other Agreements**

You agree to be bound by and comply with the requirements of the agreements and disclosures that apply to each of your accounts with us.

## **Assignment**

The bank may assign our rights and delegate our duties to any affiliate or any other party at any time without prior notice to you. You may not assign or transfer any or your rights or obligations under this agreement or the services to anyone else.

### **Additional Terms and Conditions**

1. In addition to the forgoing, you agree to be bound by and comply with applicable state and federal laws and regulations.
2. We reserve the right to terminate or limit your use of the services, in whole or in part, at any time without prior notice.
3. If you wish to cancel your subscription to the services, you may do so by providing Commercial Bank & Trust of PA with 30 days advance notice in writing. You will be responsible for all payments and/or transfers you have requested prior to termination and for all other fees and charges incurred. **Since cancellation of your subscription to the services can take up to 30 days, you should cancel all outstanding payment and/or transfer orders within the 30-day notification period. We will not be liable for payments and/or transfers not cancelled or made due to the lack of proper notification by you of service termination.**
4. We reserve the right to change, alter or amend any term, condition or fee associated with the services at any time. We will provide written notice to you at your last listed address with us at least 21 days prior to the effective date of such change, alteration or amendment. If the change is made for security purposes, we can implement it without giving you prior notice. Your use of the services after the 21 days following transmittal of the notice of change, alteration or amendment constitutes your acceptance of such change, alteration or amendment.
5. When the services are linked to one or more accounts owned jointly, we may act on the instruction of any one owner.
6. No activity on your Online Banking account for a period of 180 days will result in the termination of the service.

## **Disclosure of Account Information**

We will disclose information about your account or the transactions you make to third parties:

1. Where it is necessary to complete transactions;
2. To verify the existence and standing of your account with us upon the request of a third party such as a credit bureau;
3. In accordance with your written permission;
4. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports;
5. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978;
6. Our affiliated companies.

## **Liability for Unauthorized Transactions**

CONTACT US IMMEDIATELY if you believe your user identification number or password has been lost or stolen. Telephoning us is the best way to keep your losses to a minimum. You could lose all your money in the account (plus your maximum overdraft line of credit) if you take no action to notify us of the loss. If you notify us of the loss, your liability will be as follows:

1. If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50 if someone used your user identification number or password without your permission.
2. If you do NOT contact us within two business days after you learn of the loss or theft and we can prove that we could have prevented the loss if you had contacted us, you could lose as much as \$500.
3. Also, if your monthly statement shows payments and/or transfers that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not get back any money lost if we can prove that your contacting us would have prevented those losses.
4. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time periods.

## **In Case of Errors or Questions About Your Transactions**

Telephone Bill Payment Customer Service at 1-(800) 823-7555 for Bill Payment issues, Online Banking Support Hotline at 1-(800) 684-2440 for all issues with the exception of Bill Payment, visit your local community office, or write us at:

Commercial Bank & Trust of PA  
Online Banking Services  
900 Ligonier Street  
P.O. Box 429  
Latrobe, PA 15650

If you think a payment and/or transfer listed on your statement is wrong or if you need more information about a payment and/or transfer listed on the statement, we must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must provide:

1. Your name and account number;
2. A description of the error or the transaction you are unsure about and a clear explanation of why you believe it is an error or why you need more information (including the confirmation number, if possible);
3. The dollar amount of the suspected error.

If you tell us orally or by electronic mail, we require that you send us your complaint or question in writing within ten business days. We will tell you the results of our investigation within ten business days after we hear from you and promptly will correct any error.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within ten business days, we may not credit your account.

If we decide there is no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude that no error has occurred.

## **Enforcement**

In the event either party brings legal action to enforce this agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal, subject to any limits under any applicable law.



## **Welcome to Commercial Bank & Trust of PA's Bill Payment Manager Service**

### **ELECTRONIC BILL PAYMENT AUTHORIZATION**

I AUTHORIZE Commercial Bank & Trust of PA to post payment transactions generated by PC, tablet or mobile phone from the Commercial Bank & Trust of PA's Bill Payment Manager Service to the account indicated on the form being sent electronically. I understand that I am in full control of my account and that my 100% satisfaction is unconditionally guaranteed. If at any time I decide to discontinue service, I will provide written notification to my financial institution. My use of Commercial Bank & Trust of PA's Bill Payment Manager Service signifies that I have read and accepted all terms and conditions of Commercial Bank & Trust of PA's Bill Payment Manager Service.

I UNDERSTAND that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. Commercial Bank & Trust of PA is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

## Money Management

### End User License Agreement

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information (“Services”). Hereinafter, “you” or “your” means the end user of the Services (“User”) and “us,” “we,” “our,” or “Financial Institution” refers to the financial institution who provides User access to the Services. Digital Insight Corporation, NCR Corporation (parent of Digital Insight), and MX Technologies, Inc. (collectively, the “Providers”) are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

#### **1. General.**

(i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.

(ii) User agrees to allow Digital Insight Corporation, its successors and assigns, and its and their third party services providers access and use of such Users’ data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein “Aggregated Data” means User Data and information that has been stripped of all personally identifiable information. “User Data” for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of “nonpublic personal information” or “personally identifiable financial information” under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.

(iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.

(iii) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

**2. Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

**3. Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

**4. Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required 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. You understand and agree that the Services are sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

**5. Third Party Accounts.** With respect to any third party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:

a. You are responsible for all fees charged by the third party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.

b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**6. Limitations of Services.** When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

**7. Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

**8. Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and

technical support. Your personally identifiable information will not be shared with or sold to third parties. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

**9. Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

**10. User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

**11. Indemnification.** You agree to defend, indemnify and hold harmless Financial Institution, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, 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.

**12. Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

**13. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH

THE USE OF THE SERVICES 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 SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**14. Other Items.** You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

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