

U.S. Bank Customer Community Agreement

Welcome to the U.S. Bank Customer Community operated by Maru Group LLC. This Customer Community Agreement (“**Agreement**”) governs your use of our online Community Portal accessed at www.customerconnection.usbank.com (“**Community Portal**”). There may be some features that are not specifically described in this Agreement and we reserve the right to add or eliminate features.

This Agreement is revised periodically and it may include changes from earlier versions. By accessing the Community Portal, you agree to the most recent version of this Agreement, which is always available to you online. You may withdraw your consent at any time by contacting us at support@customerconnection.usbank.com and discontinuing your use of the Community Portal.

This Agreement contains terms and conditions that apply to your use of the Community Portal and is in addition to other agreements and disclosures that apply to your relationship with U.S. Bank. If there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address the Community Portal, this Agreement will control in resolving those inconsistencies.

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined elsewhere in this Agreement.

- The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”)**, its affiliates, successors, and assigns.
- The words “**you**” and “**your**” means the person or person(s) that accesses or uses the Community Portal.
- “**Service Providers**” means Maru and any other third party that we have engaged to provide equipment, or other services in connection the Community Portal. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

ELIGIBILITY

To use the Community Portal, you must:

- Be a current U.S. Bank customer and agree to the U.S. Bank Customer Community Agreement terms.

PROVIDING PERSONAL INFORMATION

Your use of the Portal may be suspended or terminated if we cannot verify your identity; you agree to provide current and complete information about yourself and you agree not to misrepresent your identity. This includes, but is not limited to, name, address, phone numbers, and email addresses.

PRIVACY & CONFIDENTIALITY

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using the Community Portal will be governed by the provisions of the U.S. Bank Privacy Pledge (collectively “**Privacy Pledge**”), including the Consumer Privacy Pledge and the Online Privacy and Security Policy, which are available online. Personal information about you will be used for the purpose of engaging in the Community Portal as well as for internal purposes (i.e., aggregate demographic analyses, internal marketing studies and statistical analyses). Unless you exercise the option to prohibit sharing information within the U.S. Bancorp family or with our financial partners as described in our Privacy Pledge, personal information about you may be used to determine your eligibility for financial products and services that may be offered by us, our affiliates, and financial partners. We may also disclose information to third parties about your account or the transactions you make in accordance with the law as outlined in the Privacy Pledge.

Monitoring and Recording Communications

You understand and agree that we may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

FEES AND CHARGES

There are no fees associated with the Community Portal, but you are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.

ONLINE SECURITY

Information you provide in connection with the Community Portal will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is dependent on your responsible behavior in protecting your Log-in Credentials and controlling access to the devices that you use to access the Community Portal. For the purposes of this Agreement, “**Log-in Credentials**” means your personal ID and password used to access the Community Portal.

Protecting Your Log-in Credentials

You are responsible for keeping your Log-in Credentials confidential and you are responsible for ensuring that you have logged out when your session is complete to prevent unauthorized persons from accessing the Community Portal.

If you give any other person or entity access to your Log-in Credentials, or any device you use to access the Community Portal, you agree that each such person or entity will be acting as your “Agent” and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing your third party relationships, and any arrangements between you and an Agent are strictly between you and the other party. We will rely and act on all instructions received using your Log-in Credentials and we are not liable to you if your Agent exceeds the scope of authority granted. Any activity performed by your Agent using your Log-in Credentials, even if not specifically intended by you, is considered a transaction authorized by you. Should you decide to revoke any access you have given to an Agent, you must contact us at a number at the end of this Agreement, in which case we may need to block your access to the Community Portal until we issue new Log-in Credentials.

Contact us at support@customerconnection.usbank.com if:

- You would like to change, disable, or revoke your password; or
- You believe that your password or other means to access the Community Portal has been lost or stolen; or
- You believe that someone may attempt to use the Community Portal without your consent or has transferred money without your permission.

INTELLECTUAL PROPERTY RIGHTS

All content connected with the Community Portal is the exclusive property of U.S. Bank, its licensors, and/or Service Providers, and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Community Portal only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with the Community Portal.

The trademarks, logos, and service marks displayed in connection with the Community Portal are the registered and unregistered trademarks of U.S. Bank, and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with the Community Portal should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of U.S. Bank, or the third party, which has rights to such trademark, as appropriate.

Participant Submissions

With the exception of the established pre-existing intellectual property rights you may have with regard to the content that may submit through the Community Portal, all messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through the Community Portal shall be considered an uncompensated contribution of intellectual property to us and shall become the exclusive intellectual property of U.S. Bank.

By submitting any content to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed. You also warrant that all so-called “moral rights” in those materials have been waived, and that you have the right to make these warranties and transfers of rights.

Inappropriate User Submissions

You are prohibited from using the Community Portal to post or send any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. You further understand and agree that sending unsolicited advertisements or “spam” to any user of the Community Portal is expressly prohibited by this Agreement. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, banning you from leaving comments or participating in our forums and communities and/or the immediate removal of the related materials from the Community Portal at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

ADDITIONAL TERMS AND CONDITIONS

Equipment

You are responsible for and must provide all telephones, mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access the Community Portal. If using a computer or mobile device, you may need additional software that is capable of opening .pdf format files (such as Adobe® Acrobat®) to view, print and/or save your loan documents and legal notices.

Links to Other Internet Sites and Third Party Services

The Community Portal may contain links to other websites, merchandise, and services provided, owned or operated by third parties; these links do not imply our endorsement or approval of material on any third party website. The linked websites are not under our control and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third party websites. The privacy policies of third party

websites may provide less security than our web sites so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third party websites, merchandise, and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party website, merchandise, or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third party website.

Accessing the Community Portal From Outside the United States

The products and services described within the Community Portal are only offered in jurisdictions where they may be legally offered. The Community Portal may not be available in all countries and you understand that the use of the Community Portal is intended for customers located in the United States. You also understand that U.S. Bank is based in the United States, and only accepts U.S. currency.

We do not make any representations that any content or use of the Community Portal is appropriate or available for use in locations outside of the United States, and accessing the Community Portal from territories where any content or use of such service is illegal, is prohibited. **If you choose to access the Community Portal from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.**

No Illegal Use

You may only use the Community Portal for lawful purposes and in compliance with this Agreement. You agree not to use the Community Portal to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the use of the Community Portal. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Export Control

You acknowledge that your use of the Community Portal is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Community Portal and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any aspect of the Community Portal except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Community Portal in any embargoed or sanctioned country such as Iran, North Korea, Sudan, and Syria.

Changes in Terms of Use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with applicable law when any changes are made that materially affect your rights. **By continuing to access the Community Portal, you agree to the most recent version of this Agreement.**

Delay or Suspension of Service

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using the Community Portal constitutes a "**Threatening Condition**" (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of the Community Portal without notice.

Term and Termination

We may terminate all or part of this Agreement and your use of the Community Portal for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using the Community Portal upon our request.

You may voluntarily terminate your use of the Community Portal and withdraw your consent to this Agreement by emailing us at **support@customerconnection.usbank.com**. If you terminate your access and/or withdraw your consent to this Agreement, you will no longer have access to the Community Portal.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No Warranties

Neither U.S. Bank, nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of the services offered via the Community Portal, including but not limited to the information, materials, products and services on our web sites or the error free use of our web sites. All services, including but not limited to our web sites, materials, products, and services, are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions or document submissions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than through

the Community Portal to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Limitation of Liability; Indemnification

In no event will U.S. Bank, or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use the Community Portal; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through the Community Portal, or (iv) any other failure, action, or omission.

You agree to indemnify, defend, and hold U.S. Bank, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors ("**Covered Parties**") harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through the Community Portal; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against a Covered Party arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) use of the Community Portal or use of your account by any third party. U.S. Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with U.S. Bank in asserting any available defenses. You will not settle any action or claims on any Covered Party's behalf without the prior written consent of U.S. Bank.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of U.S. Bank, or its affiliates. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability; Headings

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

Complete Agreement

This Agreement represents the sole and exclusive agreement between you and us regarding the Community Portal and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.