

FIQORE TERMS OF USE

Last modified: October 2022

Prosource Finance, LLC dba FiQore, FiQore Technology, FiQore Technologies, FiQore Finance and/or FiQore Agency (hereinafter “FiQore”), operates and offers websites (“sites”), applications (“software”) and data integrations (“data”) that link to these Terms of Use regarding products and services we provide (collectively the “Services”).

By accessing or using our sites, software, data and/or services, you represent and warrant that you (a) have the power to bind the entity subscribing to the sites, software, data and/or services (the “Authorized User”, “you” or “your”), (b) have read, understand agree to be bound by this Agreement and all terms incorporated by reference. If you do not agree to this Agreement, you are not authorized to access or use the sites, software, data and/or services .

ACCEPTABLE USE POLICY

Generally, you may access and use the sites, software, data and/or services in accordance with this Agreement. Additional terms may apply to certain sites, software, data and/or services. You must comply with the terms of this Agreement and all applicable laws, rules and regulations applicable to your use of the sites, software, data and/or services.

- You may not reverse engineer, decompile, disassemble, or work around technical limitations in our sites, software, data and/or services, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that monitors your use of the sites, software, data and/or services.
- You may not rent, lease, lend, resell, transfer, or host the sites, software, data and/or services , or any portion thereof, to or for third parties except as expressly permitted in this Agreement or in a separate written addendum to this Agreement.
- You may not circumvent or endanger the operation or security of any sites, software, data and/or services .
- You may not use any of the sites, software, data and/or services in connection with any form of spam, unsolicited mail, fraud, scam, phishing, “chain letters”, “pyramid schemes” or similar conduct, or otherwise engage in unethical marketing or advertising.
- You may not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the sites, software, data and/or services , or networks connected to the sites, software, data and/or services , or otherwise interfere with or disrupt the operation of any of the sites, software, data and/or services , or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks.
- You may not access or use the sites, software, data and/or services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service.

AUTHORIZED USERS

You may permit additional Authorized Users to use the sites, software, data and/or services . You control access by all Authorized Users, and you are responsible for their use of the sites, software, data and/or services in accordance with this Agreement.

RESPONSIBILITY FOR AUTHORIZED USER ACCOUNTS

Except to the extent caused by our breach of this Agreement:

- You are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or additional Authorized Users), and
- FiQore is not responsible for unauthorized access to your account. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the sites, software, data and/or services . Authentication credentials for the sites, software, data and/or services may not be used by more than one individual. Authentication credentials may not be sold, transferred, or sublicensed to any other entity or person except as expressly permitted in this Agreement. You must promptly notify our customer support team about any actual or possible misuse of your accounts or authentication credentials or any security incident related to the sites, software, data and/or services .

CONSUMER DATA

- You are solely responsible for the content of all Consumer Data you provide to FiQore. You will secure and maintain all rights in Consumer Data necessary for us to provide the sites, software, data and/or services to you without violating the rights of any third party or otherwise obligating FiQore to you or to any third party. FiQore does not and will not assume any obligations with respect to Consumer Data or to your use of the sites, software, data and/or services , other than as expressly set forth in this Agreement or as required by applicable law. You grant FiQore a nonexclusive right to process Consumer Data to provide and support the sites, software, data and/or services .
- You will collect and maintain all Consumer Data in compliance with this Agreement and applicable data privacy and protection laws. You will not include in Consumer Data any personal information covered by data privacy and protection laws from jurisdictions outside of the United States.
- In the course of accessing or using the sites, software, data and/or services , you may receive nonpublic personal information (i.e., any and all personal financial and/or health information) associated with the completion of a transaction authorized by the consumer including, but not limited to, (a) collection of delinquent accounts, (b) employment application information verification, (c) property credit application information, and (d) insurance application information verification under the Fair Credit Reporting Act (15 U.S.C. Sections 1681 et seq.). You will limit the use of such nonpublic information solely to the completion of the above-described transaction. You must hold such nonpublic information in the strictest confidence, and you must not use this information for any purpose other than the performance of your official duties and obligations hereunder. Such nonpublic information must be held in the strictest confidence by the Authorized User and its agents, employees, affiliates, and representatives and must not be used for any purpose other than the performance of the duties and obligations hereunder. Authorized User must establish and adopt appropriate procedures to protect the privacy, confidentiality, and security of all such information, requirements of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et. seq. (2000) (the “GLB Act”) and any other applicable privacy laws or regulations.

ACCESS TO DATA

- During the Term, you can access your data at any time. You may export and retrieve your data in a standard format supported by the sites, software, data and/or services export tools or by request. Export and retrieval may be subject to technical limitations, in which case FiQore and Authorized User will find a reasonable method to provide Authorized User access to data.
- At the end of the Subscription Term, FiQore reserves the right to delete the data remaining on servers hosting the sites, software, data and/or services unless applicable law requires retention. Retained data is subject to the confidentiality provisions of this Agreement.
- You hereby authorize FiQore to use and share with third parties, your data for the purposes of fulfilling obligations under this Agreement and performing/optimizing use and functionality of our sites, software and services.

FEES, PAYMENTS AND TAXES

If applicable, your use of the sites, software, data and/or services shall be subject to the fees set forth in the order form or confirmation. FiQore calculates and bills fees and charges according to the specified sites, software, data and/or services being used. Payment is due on the Due Date. FiQore may increase or add new fees and charges for any existing sites, software, data and/or services , you are using by giving you at least 30 days' prior notice.

You are responsible for any taxes, and you will pay FiQore for the sites, software, data and/or services , without any reduction for taxes. If FiQore is obligated to collect or pay taxes, the taxes will be invoiced to you, unless you provide FiQore with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If you are required by law to withhold any taxes from your payments to FiQore, you must provide FiQore with an official tax receipt or other appropriate documentation to support such withholding.

For subscription-based Services, a valid credit card or bank ACH is required. Service activation occurs after funds have been successfully authorized, received and deposited. Your use of the Service automatically renews in advance on a monthly basis, is charged to your credit card or deduct via bank ACH on file and is non-refundable. No refunds or credits will be issued for partial months, upgrades or downgrades, or for months of unused Service.

You may use the Service subject to the Terms of Service for one (1) trial period of seven (7) days from the date you set up your account (the "Trial Period"). In the event you cancel the Service within the Trial Period, you will be issued a refund within 45 business days of Service cancellation. Changes to your use of the Service will take place within 24 hours. Your credit card or bank ACH on file will be charged the new rate for the next billing cycle.

Downgrading or canceling your Service may cause the loss of content, features, data or capacity of your use of the Service and you agree that FiQore is not liable for any such loss.

TERM AND TERMINATION

For subscription Services, the Subscription Term and all related provisions are stated in the order form or confirmation for usage of sites, software, data and/or services. You are solely responsible for properly canceling your Service via the FiQore website, or by notifying FiQore by phone at 515.498.4500 or email at Support@FiQore.com. All of your data and content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your Service is canceled.

FiQore may suspend your or any Authorized User's right to access or use any portion or all of the sites, software, data and/or services immediately upon notice if we determine:

- your or an Authorized User's use of a Service (i) poses a security risk to the sites, software, data and/or services or any third party, (ii) could adversely impact our systems, the sites, software, data and/or services or the systems or Content of any other FiQore customer, (iii) could subject FiQore, our affiliates, licensors, or any third party to liability, or (iv) could be fraudulent;
- you are, or any Authorized User is, in breach of this Agreement, (including failing to respond in a timely manner to a compliance or regulatory audit or documentation request);
- you are in breach of your payment obligations under this Agreement; or
- you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

If FiQore suspends your right to access or use any portion or all of the sites, software, data and/or services, you remain responsible for all fees and charges you incur during the period of suspension; and you will not be entitled to any service credits for any period of suspension.

LICENSING

FiQore or its licensors own all right, title, and interest in and to the sites, software, data and/or services, and all related technology and intellectual property rights. Subject to the terms of this Agreement, FiQore grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: access and use the Services solely in accordance with this Agreement; and use the Services solely in connection with your permitted use of the sites, software, data and/or services.

You obtain no rights under this Agreement from FiQore, its affiliates or its licensors to the Services, including any related intellectual property rights. Some services may be provided to you under a separate license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the service that is the subject of such separate license.

DATA USE

Authorized User acknowledges that FiQore receives, utilizes and relies on data from third-party vendors in connection with its performance of the Services hereunder (collectively, "Third Party Data"). If Authorized User elects to access Third-Party Data, then subject to the terms herein, along with any specific End User Terms required by Third-Party Data providers as set forth below, FiQore grants Authorized User a non-exclusive, non-sublicensable, non-transferable,

limited license to access and use such Third-Party Data via FiQore's Services solely for the Authorized User's permitted business purposes and pursuant to FiQore's agreed upon Terms and Conditions with said Third-Party Data provider. Authorized User will not (i) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any unauthorized user or third-party, (ii) copy, modify, or create derivative works of Third-Party Data, (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data on any website, application or platform, (iv) attempt to output in any form the Third-Party Data or otherwise circumvent the usage limitations included in the Services, (v) remove any proprietary notices, attributions, indicia, copyrights or trademarks included within the Services or required by the Third-Party Data providers, (vi) use any Third-Party Data providers trademarks in any advertising creative, any search engine marketing campaign (e.g., Google AdWords) or site optimization activities (e.g., within page meta data, meta tags, webpage titles, URLs, or sub-domain URLs), or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right a person, the Third-Party Data provider or that violates applicable law. Authorized User is responsible for any and all activities that occur in connection with the Third-Party Data and Third-Party Data provider's trademarks. FiQore does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. You may also be subject to additional terms and limitations applicable to Third-Party Data.

Black Book End User Terms: You may access information we have licensed from National Auto Research ("Black Book"), a division of Hearst Business Media Corporation, (the "Black Book Data") and by accessing such information, you agree to comply with the following terms and conditions: (1) License Grant. Black Book hereby grants to you a non-transferable, non-exclusive, limited license to access and use the Black Book Data provided by Black Book through Subscriber's system; (2) Restrictions on Use of Black Book Data. You agree that Black Book owns all rights, title and interest in and to the Black Book Data, and any derivative works thereof, including but not limited to all literary property rights, copyrights, trademarks, trade secrets, trade names or service marks, including goodwill and all rights, title and that all rights, title and interest shall remain with Black Book. The use of the Black Book Data by any person other than you or your employees (on a need to know basis) is prohibited by Black Book. You shall keep confidential the Black Book Data or any information therein and use its best efforts to prevent and protect the contents of the Data from unauthorized disclosure, copying or use. The Black Book Data is provided "as is" and Black Book makes no other warranty, express or implied, including regarding the accuracy of the Black Book Data. Under no circumstances shall Black Book be liable for any special, direct, indirect, or consequential damages of any kind in connection with the Black Book Data; and (3) Black Book is a third-party beneficiary under this Agreement and may enforce its rights hereunder directly against you, which shall be governed by the laws of the State of New York without giving effect to any principles of conflict of laws and subject to the jurisdiction and venue of the State and Federal courts located in New York.

J.D. Power End User Terms: You may access information (the "JDP Vehicle Data") we have licensed from J.D. Power ("JDP") through our product or service (the "Service"). You agree to the following terms and conditions: (1) JDP grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the JDP Vehicle Data solely

by and through the Service. You acknowledge and agree that the JDP Vehicle Data is provided under license, and not sold, to you. You do not acquire any ownership interest in the JDP Vehicle Data, or any other rights thereto. You will not, or permit any third party to, modify, reverse engineer, decompile, disassemble or otherwise use the JDP Vehicle Data except as provided herein; (2) The JDP Vehicle Data may not be used separate from or independent of the Service. The use of the JDP Vehicle Data is limited to subscribers of the Service. You agree to keep the JDP Vehicle Data confidential and take steps to prevent the accidental or unauthorized disclosure of the JDP Vehicle Data. The JDP Vehicle Data is provided "as is" and JDP makes no warranty, express or implied, including regarding the accuracy of JDP Vehicle Data. IN NO EVENT WILL JDP OR ITS AFFILIATES OR LICENSORS HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF THE JDP VEHICLE DATA FOR SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR DIRECT DAMAGES IN EXCESS OF \$100; and (3) JDP is a third-party beneficiary under this Agreement and may enforce its rights directly against you.

POTENTIAL DISRUPTION OF SERVICE

Your access to the sites, software, data and/or services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment
- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content
- Overload of system capacities
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters
- Interruption (whether partial or total) of power supplies or other utility of service
- Strike or other stoppage (whether partial or total) of labor
- Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention
- Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of FiQore

CONFIDENTIALITY

The Authorized User will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The Authorized User will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential.

Notwithstanding any provision to the contrary in this Agreement, the Authorized User may also disclose Confidential Information to the extent required by applicable Legal Process; provided

that the Authorized User uses commercially reasonable efforts to: promptly notify the other party of such disclosure before disclosing; and comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (i) and (ii) above will not apply if the Authorized User determines that complying with (i) and (ii) could: (a) result in a violation of Legal Process; (b) obstruct a governmental investigation; and/or (c) lead to death or serious physical harm to an individual.

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, FIQORE AND ITS AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES, SERVICE CONTENT OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

COMPLIANCE WITH LAW

You agree to use the sites, software, data and/or services only for lawful purposes. You are prohibited from any use of the sites, software, data and/or services that would constitute a violation of any applicable federal, state or local laws, including but not limited to, the Equal Credit Opportunity Act and other fair lending laws, Truth in Lending Act, Fair Debt Collection Practices Act, Federal Trade Commission Act, federal or state consumer privacy laws, state licensing laws, or state unfair and deceptive trade practices statutes, or in any manner that could give rise to any civil or criminal liability. In particular, any use or display of any sites, software, data and/or services must be in full compliance with the federal Fair Credit Reporting Act as well as all applicable state credit reporting statutes and regulations. If you receive, obtain, or access the Data from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Children under the age of 18 are not eligible to use the sites, software, data and/or services . Unauthorized use of FiQore's sites, software, data and/or services , including but not limited to unauthorized entry into FiQore's systems, misuse of passwords, posting of objectionable or offensive content or your unauthorized use of legally protected third party content, or misuse of any information posted to a site, is strictly prohibited.

GENERAL RESTRICTIONS

You agree not to (i) modify or otherwise alter the sites, software, data and/or services , (ii) use the sites, software, data and/or services to reveal or display any non-public personally identifiable information of any Authorized User or customer, (iii) use the sites, software, data and/or services to defame, libel, threaten or harass any Authorized User or customer, or (iv) use the sites, software, data and/or services provided by FiQore, in any manner whatsoever for any competing uses or purposes. You further agree that you have never used sites, software, data

and/or services from FiQore, in any manner whatsoever, in the past to compete with the products or services of FiQore.

PROPRIETARY RIGHTS

FiQore retains all right, title and interest, including without limitation all intellectual property rights, in and to the sites, software, data and/or services . Any unauthorized use of such sites, software, data and/or services may violate copyright laws, trademark laws, the laws of privacy, and other statutes and regulations governing intellectual property. You shall agree to implement and maintain reasonable administrative, physical and technical safeguards to prevent unauthorized access to the sites, software, data and/or services . You agree to take such actions, including without limitation, execution of affidavits or other documents, as FiQore may reasonably request to effect, perfect or confirm any of FiQore's rights with respect to the sites, software, data and/or services .

The works of authorship contained in FiQore's sites, software, data and/or services , including but not limited to all design, text, sound recordings and images, are owned, except as otherwise expressly stated, by FiQore or one of its subsidiaries. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without FiQore's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of FiQore's proprietary rights provided that you may download information and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.

TRADEMARKS

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FIQORE, OR ITS SUPPLIERS MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. FIQORE MAY MAKE COMMERCIALY REASONABLE UPDATES TO THE SITES, SOFTWARE, DATA AND/OR SERVICES FROM TIME TO TIME. IF FIQORE MAKES A MATERIAL CHANGE TO THE SITES, SOFTWARE, DATA AND/OR SERVICES , FIQORE WILL INFORM AUTHORIZED USER, IF AUTHORIZED USER HAS REGISTERED WITH FIQORE TO BE INFORMED ABOUT SUCH CHANGE. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE

ONLY, AND FIQORE DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. FIQORE RESERVES THE RIGHT TO TERMINATE ANY OR ALL SITES, SOFTWARE, DATA AND/OR SERVICES WITHOUT PRIOR NOTICE TO YOU. FURTHERMORE, BY OFFERING OUR SITES, SOFTWARE, DATA AND/OR SERVICES , NO DISTRIBUTION OR SOLICITATION IS MADE BY FIQORE TO ANY PERSON TO USE THE WEBSITE OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE WEBSITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

INDEMNIFICATION

You agree to indemnify and hold harmless FiQore, its parent, any affiliates, any subsidiaries or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "FiQore Parties") from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the FiQore Parties in connection with any claim by a third party (including any intellectual property claim) arising out of (i) your use of, receipt of, obtaining of, or access to the sites, software, data and/or services , (ii) a third party's use of such sites, software, data and/or services and make available to such third party, or (iii) your violation of this Agreement or any applicable law. You further agree that you will cooperate fully in the defense of any such claims. FiQore Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of the relevant FiQore Parties.

LIMITATION OF LIABILITY

You agree to the following limitation of liability to the extent permitted by applicable law: Under no circumstances shall the FiQore Parties be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, including but not limited to damages for lost profits, business interruption, goodwill or other intangible losses of any kind (even if FiQore has been advised of the possibility of such damages) arising from or relating in any way to: (a) your use of, or inability to use, the sites, software, data and/or services , (b) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, (c) the cost of procurement of substitute goods or services, (d) unauthorized access to or alteration or your transmissions or data, or (e) any other matter relating to the sites, software, data and/or services .

RELATIONSHIP

Your use of, receipt of, obtaining of, or access to the sites, software, data and/or services does not create, and nothing contained in this Agreement will be deemed to establish, an employment, agency, franchise, joint venture or partnership relationship between you and FiQore. You have no power or authority to enter into any agreement for or on behalf of FiQore, or incur any obligation or liability of, or otherwise bind FiQore, and you agree not to attempt to do so.

WAIVER

Failure by FiQore to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement and all other aspects of your use of, receipt of, obtaining of, or access to the sites, software, data and/or services shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws rules. You agree that you will notify FiQore in writing of any claim or dispute concerning or relating to the Data and the information or services provided through it, and give FiQore a reasonable period of time to address it before bringing any legal action, either individually or as a class member against FiQore. You agree to submit to the personal jurisdiction of the state and federal courts located in Polk County, Iowa.

OTHER AGREEMENTS

This Agreement shall be subject to any other agreements you have entered into with FiQore; however, with regard to your use of, receipt of, obtaining of, or access to the sites, software, data and/or services, in the event of any conflict between this Agreement and any other agreement to which you and FiQore are bound, the terms of this Agreement shall control.

SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

GENERAL PROVISIONS

This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assignees. Neither the course of conduct between the parties to this Agreement nor trade practice shall serve to modify any provision of this Agreement. All rights not expressly granted herein are hereby reserved. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

CONTACTING US

If you have questions regarding the Terms of Use Agreement or the services offered by FiQore, please contact us by email at Compliance@Fiqore.com, by telephone at (515) 498-4500 or by regular mail at FiQore, Attention: Compliance, 2540 106th Street, Suite 101, Urbandale, Iowa 50322.