

TERMS OF USE

IMPORTANT — PLEASE READ CAREFULLY: This is a legally binding contract (the “Agreement”) between you and PricewaterhouseCoopers Charitable Foundation, Inc. (“PwC”) governing your use of the Earn Your Future (EYF) Digital Lab (if you are at least 18 years of age), or your child’s or student’s use if you are a parent / guardian or teacher or PwC volunteer registering on behalf of a minor. Access to, and use of, the online information, tools, content and data provided through the Earn Your Future (EYF) Digital Lab are subject to the following terms and conditions. By accessing and using the Earn Your Future (EYF) Digital Lab, you represent that you accept all of the terms and conditions of this Agreement without modification or variation, either on your own behalf, or on behalf of your child or student, as applicable. If you do not agree to be bound by this Agreement in its entirety either on your own behalf, or on behalf of your child or student, you or your child or student may not use the Earn Your Future (EYF) Digital Lab.

PricewaterhouseCoopers LLP (“PwC US”) is a member of the PricewaterhouseCoopers global network of member firms. Each PricewaterhouseCoopers member firm is a separate legal entity. For further details, please see www.pwc.com/structure.

1. What is the Earn Your Future (EYF) Digital Lab?

The Earn Your Future (EYF) Digital Lab is a website intended to provide financial literacy education and training for children in grades 3-12. The Earn Your Future (EYF) Digital Lab is made available solely for educational and personal use. The Earn Your Future (EYF) Digital Lab does not constitute professional advice and may not be relied upon as such.

This Agreement only governs your use of the Earn Your Future (EYF) Digital Lab, or the use of the child or student on whose behalf you registered.

2. Who May Use the Earn Your Future (EYF) Digital Lab?

You, or your child or student, must be in grades 3-12 to access and use the Earn Your Future (EYF) Digital Lab. You may only use the Earn Your Future (EYF) Digital Lab by using your login credentials. If you are a parent / guardian or teacher, or PwC volunteer, you will ensure that the student or child for whom you register will only use the login credentials assigned to him/her. By using the Earn Your Future (EYF) Digital Lab, you represent that you are at least 18 years of age. If you are a parent /guardian, teacher or PwC volunteer registering for a minor to use the Earn Your Future (EYF) Digital Lab, you represent that you are at least 18 years of age and have the legal authority to agree to these terms on the minor’s behalf.

If any applicable law, rule or regulation prohibits your (or your child’s or student’s) access to the Earn Your Future (EYF) Digital Lab, you may not access or use, or permit a minor to access or use, the Earn Your Future (EYF) Digital Lab.

If you do not qualify under the foregoing eligibility requirements, you cannot use the Earn Your Future (EYF) Digital Lab. In the event that you are a person who does not meet the eligibility criteria set out above but nevertheless uses the Earn Your Future (EYF) Digital Lab, as a non-eligible party you will still be bound to all the terms and conditions of this Agreement and shall have all the obligations, responsibilities and liabilities as would an eligible individual that is a party to this Agreement.

3. Privacy Statement, Usernames, Passwords, and Security.

By registering either on your own behalf, or on behalf of your child or student for access to the Earn Your Future (EYF) Digital Lab, you agree to the terms and conditions of our Privacy Statement, which explains how we will treat personally identifying information. You will be required to enter your username and password every time you wish to access the Earn Your Future (EYF) Digital Lab. Your username and password are personal to you or the minor for whom you register, and are non-transferable. You must maintain the username and password in strict confidence and you may not communicate them to anyone else or allow anyone else to use them (except in the case of a parent / guardian, teacher or PwC volunteer registering for a minor). You are responsible for all use of the Earn Your Future (EYF) Digital Lab made using the username and password provided to you, regardless of the identity of the person making such use, and PwC and its licensors will not have any responsibility or liability in connection with any unauthorized use of the usernames or passwords or any unauthorized use of or within the Earn Your Future (EYF) Digital Lab. If you become aware of a breach of security with respect to the username or password provided to you, or if you no longer authorize a minor to access the

Earn Your Future (EYF) Digital Lab, you must immediately notify PwC.

4. Changes and Access to the Earn Your Future (EYF) Digital Lab; Data Entry and Loss; Security Breaches.

You understand and agree that no representation or warranty is made with respect to the functionality or availability of the Earn Your Future (EYF) Digital Lab, and that all or any portion(s) of the Earn Your Future (EYF) Digital Lab may for a variety of reasons be unavailable for use either temporarily or permanently without notice. PwC reserves the right in its sole discretion, without notice, to suspend access to all or part of the Earn Your Future (EYF) Digital Lab or to change the content, presentation, performance, functionality and availability of the Earn Your Future (EYF) Digital Lab. PwC reserves the right to monitor, edit and remove any content available on the Earn Your Future (EYF) Digital Lab, but does not have the obligation to do so.

You further agree and understand that information and data related to the Earn Your Future (EYF) Digital Lab may be irretrievably lost or destroyed at any time, and it will be your responsibility to make all necessary copies and backups of any appropriate information and data obtained or available from the Earn Your Future (EYF) Digital Lab. The Earn Your Future (EYF) Digital Lab should not be used as a means for data storage. The Earn Your Future (EYF) Digital Lab is subject to change, and portions of the Earn Your Future (EYF) Digital Lab, including functionality or data available thereon, may be changed or removed in the sole discretion of PwC. You agree that PwC, its licensors and suppliers will not have any liability due to your inability to access the Earn Your Future (EYF) Digital Lab, any portion thereof or any related data or information, and will not have any liability in connection with the loss or destruction of any such data or information.

5. Restrictions on Use of the Earn Your Future (EYF) Digital Lab.

The Earn Your Future (EYF) Digital Lab itself and all related technology, software, data, materials, information and content are the proprietary and confidential information of PwC or its licensors, and you must hold them in strict confidence and may not disclose or distribute them to any third party without the prior written consent of PwC.

You may not use the Earn Your Future (EYF) Digital Lab in a manner that would violate any applicable law, regulation, or that would violate, infringe or misappropriate any third party right or interest. Without limiting the foregoing, you may not make available or promote in or through the Earn Your Future (EYF) Digital Lab any content, material or information that: (a) infringes any person's intellectual property, privacy or other proprietary rights; (b) is or is likely to be perceived as defamatory, threatening, misleading, offensive or inappropriate, or materially misrepresents facts; (c) adversely affects performance or availability of the Earn Your Future (EYF) Digital Lab, or places an undue load on PwC network resources; (d) contains any virus, harmful component or corrupted data; or (e) contains any advertising, promotion or solicitation.

In addition to and without limiting the foregoing, you may not do any of the following, nor may you authorize any third party to do any of the following, with respect to the Earn Your Future (EYF) Digital Lab, including, without limitation, any of its related technology, software and content: (a) access or use any portion except for the purposes expressly stated in this Agreement; (b) reproduce or copy any portion; (c) modify or create any derivative works; (d) decompile, disassemble, reverse engineer, or otherwise attempt to derive the related source code; (e) redistribute, encumber, sell, rent, lease, use for service bureau purposes, sublicense or otherwise transfer any related rights; or (f) remove or alter any related trademark, logo, copyright or other proprietary notices, legends, symbols or labels.

If you are a parent /guardian, teacher or PwC volunteer, you must ensure that your registered child(ren) or student(s) complies with the foregoing restrictions while using the Earn Your Future (EYF) Digital Lab.

6. Ownership of the Earn Your Future (EYF) Digital Lab.

All right, title and interest in and to the Earn Your Future (EYF) Digital Lab, including, without limitation, all related information, content, software, data, materials, information and technology (whether downloadable or not), and the source code and object code therefor, shall remain with PwC and/or its licensors, and you shall have no rights in the Earn Your Future (EYF) Digital Lab. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with PwC's or its licensors' ownership of or rights with respect to the same.

From time to time you may provide feedback, suggestions or other ideas (collectively, "Feedback") about the Earn Your

Future (EYF) Digital Lab. In consideration of the access to the Earn Your Future (EYF) Digital Lab provided to you, you agree that PwC shall own all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively, “IP Rights”) in any Feedback, whether provided orally or in writing, and you hereby assign all such IP Rights that you have or may have therein to PwC and agree to take such actions and to execute such documents reasonably requested by PwC, at PwC’s expense, to confirm, convey, record or otherwise effectuate PwC’s sole ownership of the Feedback. PwC shall have the sole and exclusive right (but not obligation) to incorporate, use, prepare derivative works of, and generally exploit the Feedback, as part of the Earn Your Future (EYF) Digital Lab or otherwise, with no duty to compensate you or to account for any profits to you and without your having any right, title or interest therein or thereto.

For purposes of this Section 6, “you” means any eligible user who is at least 18 years of age, the parent /guardian, teacher or PwC volunteer, and the minor for whom the parent /guardian, teacher or PwC volunteer registers to use the Earn Your Future (EYF) Digital Lab.

7. Compliance with Laws.

You (and if you are a parent /guardian, teacher or PwC volunteer, you will ensure that the minor) will comply with all applicable domestic and foreign laws, rules and regulations in connection with your (or the minor’s) use of the Earn Your Future (EYF) Digital Lab.

8. Indemnification.

To the maximum extent permitted by applicable law, you agree to defend (at the indemnified party’s option), indemnify and hold PwC, PwC US, their affiliates and their respective directors, officers, members, partners, principals, employees, licensors, agents, business associates, subcontractors, suppliers and insurers (collectively and inclusive of PwC, PwC US and their affiliates, “PwC Parties”) harmless from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) and expenses in connection with any claim arising out of or in connection with any content or information transmitted or downloaded by you using the Earn Your Future (EYF) Digital Lab or that otherwise arise out of your (or your child’s or student’s) use of the Earn Your Future (EYF) Digital Lab or that of any other third party who is given or gains access to the Earn Your Future (EYF) Digital Lab due to your action or inaction. At any time, PwC has the right to forego the indemnification and assume the defense of any claim. Notwithstanding the foregoing, it is not the intent of the parties to affect the rights of PwC’s insurers to assume the defense or settlement of any claim against PwC for which insurance coverage is sought under any PwC policy.

9. Disclaimers and Assumptions of Risk.

The Earn Your Future (EYF) Digital Lab and all information provided therein are provided “as is” and “as available,” and to the maximum extent permitted by applicable law, PwC Parties disclaim all warranties with respect to the same, express, implied and statutory, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, integrity, timeliness, non-infringement, non-interference, error-free service, file transfer security, and uninterrupted service.

The information accessible via the Earn Your Future (EYF) Digital Lab is for general educational purposes only. Such information is provided with the understanding that you (or your child or student), PwC, PwC US, and/or their affiliates are not herein engaged in rendering financial, legal, accounting, tax, or other professional advice or services. As such, it should not be used as a substitute for consultation with professional financial, accounting, tax, legal or other competent advisers. Before making any decision or taking any action, you should consult a professional. In no event will any PwC Parties be liable to you, your child or student, or anyone else for any decision made or action taken in reliance on the information accessible on the Earn Your Future (EYF) Digital Lab. PwC Parties are not responsible for the information, any errors or omissions, or for the results obtained from using the information. You must evaluate and bear all risks associated with the use of any information provided by the Earn Your Future (EYF) Digital Lab, including any reliance on the accuracy, completeness or utility of the information accessible on the Earn Your Future (EYF) Digital Lab.

The Earn Your Future (EYF) Digital Lab may contain links to third party websites. The linked sites are not under PwC’s control and PwC and PwC US are not responsible for the content or any link contained in a linked site, or any changes or updates to those sites. You agree that the third parties, and not any PwC Parties, are responsible for the content on their websites, and you are responsible for reviewing the third party’s separate website terms, including their privacy policies. PwC is not responsible for any form of transmission received from any linked site. Any links to third party websites on the

Earn Your Future (EYF) Digital Lab are provided to you only as a convenience, and the inclusion of any link does not imply endorsement by PwC of the site. PwC is not affiliated with these third party websites and have no liability for them.

10. Limitation of Liability.

To the maximum extent permitted by applicable law, no PwC Parties will be liable for any direct, indirect, incidental, special, consequential or punitive damages, including, without limitation, damages for lost profits or revenues, goodwill, work stoppage, security breaches, viruses, file transfer security, computer failure or malfunction, use, data or other intangible losses or commercial damages, even if any of such parties are advised of the possibility of such losses, arising under or in connection with this Agreement, the Earn Your Future (EYF) Digital Lab, the use of or inability to use the same, or any other subject matter hereof. In addition, to the maximum extent permitted by applicable law, no PwC Parties will be liable for any loss or damage suffered by you, your child or student, which arises out of or in connection with any information or materials obtained by you via or in connection with the Earn Your Future (EYF) Digital Lab. To the maximum extent permitted by applicable law, in no event will the aggregate liability of PwC Parties under this Agreement or in connection with its subject matter exceed \$100.

11. Term and Termination.

Either party may terminate this Agreement, with or without cause, at any time. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including, but not limited to, the terms and conditions concerning any disclaimers, intellectual property rights, duties of confidentiality, limitations of liability, indemnification and the general provisions. Upon termination of this Agreement for any reason, you, your child or student must cease all use of the Earn Your Future (EYF) Digital Lab.

12. General.

12.1 Governing Law, Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with applicable U.S. federal law and the laws of the State of New York, without regard to conflict-of-laws principles. Each party irrevocably consents to the exclusive jurisdiction and venue of the United States Federal and New York State courts located in and serving the City of New York in connection with any dispute or claim arising under this Agreement. Each party waives any right that it may have to assert that such forum is not convenient. Each party agrees not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement. The 1980 UN Convention on Contracts for International Sale of Goods will not apply to this Agreement.

12.2 Conflict; Severability. In the event of any conflict between this Agreement and any procedures or requirements set forth in the Earn Your Future (EYF) Digital Lab, the provisions of this Agreement will prevail. If any provision of this Agreement is held to be invalid, void or illegal, it will be severed from this Agreement and will not affect, impair or invalidate any other provision, and it will be replaced by a provision which comes closest to such severed provision in language and intent without being invalid, void or illegal.

12.3 Export Restrictions. The Earn Your Future (EYF) Digital Lab is subject to applicable export control laws and economic sanctions, including those of the United States and other relevant jurisdictions (“Trade Control Laws”). You agree to comply with all applicable Trade Control Laws and further agree as follows: (i) you will not use the Earn Your Future (EYF) Digital Lab except as authorized by applicable Trade Control Laws; (ii) you are not located or ordinarily resident in any country subject to comprehensive U.S. economic sanctions (currently, Cuba, Iran, North Korea, Sudan, Syria and Crimea (region of Ukraine) (“Sanctioned Countries”); (iii) will not access or otherwise use the Earn Your Future (EYF) Digital Lab from or on behalf of any Sanctioned Country; (iv) you are not and are not acting on behalf of a person or entity on any U.S. Government or other applicable restricted party lists; (v) will not use the Earn Your Future (EYF) Digital Lab for any end-uses restricted by the U.S. Government; and (vi) will not use the Earn Your Future (EYF) Digital Lab to store or transfer any data subject to the International Traffic in Arms Regulations or subject to the Export Administration Regulations and controlled at a level other than EAR99/AT. If you are a parent or teacher, you will ensure that your child or student will comply with this Section.

12.4 Amendment; Assignment. PwC may amend this Agreement at any time by providing a copy of the amended terms and conditions to you in any format, including electronically via the Earn Your Future (EYF) Digital Lab, which you must then accept or reject. If you reject such amended terms and conditions, this Agreement shall terminate automatically pursuant to Section 11. This Agreement may not be otherwise amended. You may not assign, transfer, or change any

rights or obligations under this Agreement without the prior written consent of PwC. PwC may assign this Agreement in whole or in part without your consent.

12.5. No Implied Waiver. No right under this Agreement or breach hereof may be waived except in writing signed by the parties hereto. The failure of either party to require performance of any provision of this Agreement will not be construed as a waiver of such party's rights to insist on performance of such provision or any other provision at some other time.