

## **TERMS & CONDITIONS FOR WEALTH ONLINE & MOBILE SERVICES**

**1. INTRODUCTION.** First Interstate Wealth Management ("Wealth Management") is pleased to provide its Wealth Management customers with online and mobile access to their Accounts. This Terms and Conditions of Service document ("Agreement") is a contract between you and Wealth Management ("we" or "us") in connection with the online and mobile services (each, a "Service") offered through our online and mobile applications (the "Site").

### **2. SERVICES OFFERED.**

**2.a. Online Account Access.** The Online Account Access Service provides general online access to Accounts. With the Online Account Access Service you can view Account holdings and transactions.

**2.b. Mobile Account Access.** The Mobile Account Access Service provides general mobile access to Accounts utilizing a mobile device (e.g. tablet or smartphone). With the Mobile Account Access Service you can view Account holdings and transactions. The Mobile Account Access Service is available with the following participating wireless carriers: AT&T, Cincinnati Bell, Cricket, MetroPCS, Nextel/Boost, Sprint, TMobile®, U.S.Cellular®, Verizon Wireless, and Virgin Mobile USA. Mobile Account Access message frequency depends on account settings. **Message and data rates may apply.**

**2.c. Shared Access.** If you are receiving Online or Mobile Account Access you can also receive the Shared Access Service. The Shared Access Service provides you with the ability to grant Account Access to other individuals ("Subusers"). You have sole authority and control in sharing access with Subusers, managing and disabling Subusers, and determining a Subuser's respective authority. When granting Shared Access, you assume total liability for any and all activities of a Subuser with respect to your Accounts, and you agree to hold us harmless in any claim you make against a Subuser for breach of your agreement with said Subuser.

**2.d. Electronic Statements.** If you are receiving Online Account Access you can also enroll to receive the Electronic Statement Service ("e-Delivery"). When enrolled in eDelivery you can view Account Statements online and elect to no longer receive paper statements.

**3. GENERAL TERMS AND CONDITIONS FOR ALL SERVICES.** Except where otherwise provided with respect to a specific Service, the following general terms and conditions apply to each Service.

#### **3.a. Key Definitions.**

"Account" is a Wealth Management individual retirement, investment agency, trust, or similar account with us which is eligible for use of a Service and for which you utilize a Service.

"Affiliates" are companies related by common ownership or control.

"Authorized Principal" is an individual authorized by a business entity (such as a sole proprietorship, partnership, corporation or limited liability company) to legally bind the entity and act on its behalf. Only one Authorized Principal may be designated for Services.

"Business Day" is every Monday through Friday except Federal Reserve holidays or other days that banks are legally closed.

"System" is the computer, mobile device, internet service, and/or cellular service by which you obtain online and/or mobile access and any software you utilize with the Service.

"User Access Information" means access and authentication credentials, security codes, passwords, security questions and answers, account numbers, login information, and any other security or access information, used by you (or others to whom you have granted authority) to access the Site, the Service and your Accounts with us and/or perform transactions.

"You" means the owner of an Account or its Authorized Principal, as applicable, and for purposes other than identification of Accounts, each person that uses the Service with your permission.

**3.b. Accepting the Agreement.** When you use the Service or authorize others to use the Service, you acknowledge that you have received and understand this Agreement and agree to the terms and conditions of this entire Agreement.

**3.c. Relation to Other Agreements.** In addition to this Agreement, you agree that your Accounts and the use of the Service will be governed by the terms and conditions contained in the account agreement(s) and disclosures ("Account Agreement") applicable to the Accounts for which the Service is used. In the event of a conflict between this Agreement and an Account Agreement, this Agreement shall control as to the specific conflict at issue unless this Agreement specifically states otherwise.

**3.d. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

**3.e. Service Providers.** We may offer you the Service through one or more third party service providers (“Service Providers”) that we have engaged to render some or all of the Service to you on our behalf.

**3.f. Copyright.** The entire content (including, without limitation, the text and “look and feel” attributes) of the Service are copyrighted by our Service Providers or otherwise constitutes the confidential and propriety information of our Service Providers. All rights are reserved.

**3.g. Fees.** Any financial fees associated with your Accounts will continue to apply. You are responsible for any and all cellular telephone access fees and Internet service fees that may be assessed by your cellular telephone and Internet service provider.

**3.h. Account Data.** Account data is provided as a convenience and for your information, but we do not guarantee the accuracy of such information. Account data provided through the Service is generally updated on a daily basis and is subject to adjustment and correction.

**3.i. Authorization.** You represent and warrant that you are: (i) either the sole owner or a joint owner of the Account, or (ii) you are an Authorized Principal of the entity that owns the Account and have all necessary legal right, power and authority to act on behalf of the entity. If you are a joint owner of the Account you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent; and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. If you are an Authorized Principal you agree, on behalf of yourself and the entity, to notify us by contacting us as set forth in Section 3.p below (*Notices to Us*) if your access to or authority over the Account changes. We will not be liable for any unauthorized activity prior to notification or until we have had a reasonable opportunity to act.

**3.j. System Requirements.** It is your responsibility to ensure that your System is compatible with the Service and you acknowledge that you are solely responsible for the cost, operation and security of your System. It is also your responsibility to protect your System against viruses, worms, trojans, and other items of a destructive nature. You agree to use reasonable care not to introduce any such items to our Site or the Service.

**3.k. Availability of the Service.** The Service and other Wealth Management products and services described in the Site are not necessarily available everywhere. You agree to comply with all applicable foreign and domestic laws, rules and regulations regarding the transmission of technical data exported from or imported to the United States or the county in which you reside.

**3.l. Acceptable Use.** You agree that you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b)

promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 3.p below (*Notices to Us*) of any violations of the Agreement generally.

**3.m. Access and Security.** You are responsible for (a) maintaining the confidentiality and security of your User Access Information used by you to access the Service and your Accounts, and (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service or any services provided in connection with it (collectively, "Account Data"). You will be responsible for all electronic communications ("Communications") entered using the User Access Information. It is assumed that any Communications received through use of the User Access Information were sent or authorized by you. You agree to immediately notify us at the telephone number provided in Section 3.p below (*Notices to Us*) if you become aware of any loss, theft or unauthorized use of any User Access Information. We reserve the right to deny you access to the Service if we reasonably believe that any loss, theft or unauthorized use of User Access Information has occurred.

You agree to take reasonable precautions to safeguard your User Access Information. You agree to never leave your computer or mobile device unattended while using the Service and always exit the Service by clicking "Log Out." You acknowledge and agree that if you permit another person or persons to use the Service (via Shared Access or otherwise) or give them your User Access Information you are responsible for any consequences of that access.

**3.n. Transmission Risks.** You acknowledge that the electronic transmission of confidential information may be read or obtained by other parties and is performed at your own risk. You assume all liability and responsibility to monitor the Accounts and in the event you discover or suspect an objectionable or unauthorized activity in an Account, you will immediately notify us at the telephone number provided in Section 3.p below (*Notices to Us*).

**3.o. Interruption of Service.** The Service may be unavailable at certain times for the following reasons:

- Scheduled maintenance or upgrades
- Unforeseen, unscheduled maintenance as necessary from time to time
- Outages caused by major unforeseen events impacting us or our Service Providers, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone or internet service or electrical outages that interrupt access to the Service
- System interruptions or failures, which are expressly not our responsibility.

Although we will make all reasonable efforts to ensure the availability of the Service, we are in no way liable for the unavailability of the Service or any consequential damages that may result therefrom.

**3.p. Notices to Us.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

First Interstate Wealth Management  
PO Box 30918  
Billings, MT 59116

We may also be reached at Customer Support 888-791-4075 M-F, 7:30 AM-5:00 PM Mountain Time for questions and other purposes concerning the Service. Such telephone calls will not constitute legal notices under this Agreement.

You may also contact us via email at [pcbank@fib.com](mailto:pcbank@fib.com) for general, non-urgent communications, however such communications will not constitute legal notices under this Agreement. As regular email is not secure, we caution against using email for transmitting any sensitive personal information. Because your identity cannot be confirmed, we cannot act on any instructions received via regular email. We recommend using the Secure Email within the Site for transmitting any sensitive information and or requests. Your User Access Information is confirmed when you login to the Site; therefore, when you send a Secure Message though the Site, any instructions received by you will be acted upon as if you had provided those instructions in person. **Do not rely on the Secure Messaging System or email when reporting lost or stolen User Access Information, credit cards, debit cards, or ATM cards. Do not send transfer or payment requests via email.**

**3.q. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For

example, users of the Service may receive certain notices as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 3.p above (*Notices to Us*). We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**3.r. Text Messages, Calls and/or Email to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our Affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

**3.s. Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**3.t. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information with which you provide us is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us as set forth in Section 3.p above (*Notices to Us*). We are not responsible for any errors or fees incurred if you do not provide accurate contact information.

**3.u. Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. You understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to

troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

**3.v. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**3.w. Service Termination, Cancellation or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 3.p above (*Notices to Us*). You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**3.x. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our

express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**3.y. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**3.z. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**3.aa. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**3.bb. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any



third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

**3.cc. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**3.dd. Disclaimer of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**3.ee. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR

OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN HEREIN WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**3.ff. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**3.gg. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**3.hh. Complete Agreement, Severability, Captions and Survival.** You agree that this Agreement (together with agreements and disclosures referenced in Section 3.c above (*Relation to Other Agreements*)) is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections of this Agreement which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to Customer Support personnel), the terms of the Agreement will prevail.