

## AskAuto App End User License Agreement

This AskAuto End User License Agreement ("Agreement") applies to the AskAuto smartphone application provided by CUNA Mutual Group to you, the user of the Application, as well as the Data delivered to you through the Application.

"CUNA Mutual Group," refers to CMFG Life Insurance Company and its affiliate entities which are owned by, own, or are under common ownership with, CMFG Life Insurance Company.

This Agreement is between you and CUNA Mutual Group and no other party, provided that CUNA Mutual Group's licensors and suppliers are third party beneficiaries of this Agreement.

### **1. Driving Safety**

CUNA Mutual Group supports safe driving practices and request that you not use the Application when you are driving a motor vehicle even if doing so is legally permitted in your location.

### **2. Location Data/ Private Data**

You can find a link to applicable privacy statement that applies to your use of the Application at [https:// AskAuto.loanliner.com/AskAuto/default.aspx](https://AskAuto.loanliner.com/AskAuto/default.aspx). If authorized by you, CUNA Mutual Group may use location information – GPS data - regarding your location. The following address additional issues related to your use of the Application software.

### **3. Acceptance of Terms and Conditions**

By using the Application and data provided through the application ('Data'), you agree as follows:

- You understand and intend that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the Application and Data in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in this Agreement as it may be amended by CUNA Mutual Group from time to time; and
- You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement.

CUNA Mutual Group may modify this Agreement from time to time, and you agree notice to you of such modifications shall be effective when the modified Agreement is posted to the EULA, which will be available as a link from [https:// AskAuto.loanliner.com/AskAuto/default.aspx](https://AskAuto.loanliner.com/AskAuto/default.aspx). Your continued use of the Application or

Data following that posting of a modified Agreement shall constitute your consent to those modified Agreement terms.

#### **4. CUNA Mutual Group's License to You**

CUNA Mutual Group grants you a single, non-exclusive, non-transferable and limited personal license to access and use the Application, and to use a de minimus amount of Data solely for your personal use. This license is conditioned on your continued compliance with the terms and conditions of this Agreement. You may not rent, lease, sell, transfer, redistribute, or sublicense the Application or Data nor may you copy, decompile, reverse-engineer, disassemble, modify, or create derivative works of the Application or Data (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any Open Source software components included with the Application). Open Source software is provided in accordance with the terms of the applicable Open Source Software license, and CUNA Mutual Group is not a party to the same.

#### **5. Electronic Agreement**

You agree to be bound by any affirmation, assent, or agreement you transmit to CUNA Mutual Group using the Application.

#### **6. Carrier Charges and other charges**

Although CUNA Mutual Group does not charge you for installing and running the Application on your mobile device, you understand and agree that your carrier's data rates may apply to your use of the Application, and your use of the Application may, of course, cause you to incur other obligations to CUNA Mutual Group and third parties – e.g., when you order a product, or otherwise use purchasing functionality within the Application. For example but without limiting how such charges might be incurred and what charges you may incur, such optional purchases may well cause charges to be incurred by you, and applied to your iPhone (iTunes) or Android (Google Play) account. You specifically hold CUNA Mutual harmless and free of liability for those expenses you incur.

#### **7. Use of CUNA Mutual Group Services**

The following requirements apply to your use of the Application:

- You will not use any electronic communication feature of the Application for any purpose that is abusive, tortious, intrusive on another's privacy, harassing, libelous, defamatory, obscene, threatening, hateful, or otherwise unlawful.
- You will not use the Application to upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property or proprietary right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not collect or store personal data about other users of the Application.

- You will not use the Application or Data for any commercial purpose or any use beyond your personal use not expressly approved by CUNA Mutual Group in writing. You will not use the Application to upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.
- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- CUNA Mutual Group reserves the absolute right to remove any offensive or unlawful materials or other materials prohibited by law or this Agreement that you post, although you agree that the CUNA Mutual Group is not obliged to review, remove, or edit such materials.
- You further agree not to use the Application or Data in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that CUNA Mutual Group and any third party provider is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using the Application or Data.

## **8. Security of Data Transmission and Storage**

Electronic communications using the Application are not encrypted or secure. You acknowledge that there is a risk that data, including, without limitation, email, electronic communications, location data and other information, may be accessed or intercepted by unauthorized third parties when communicated between you and CUNA Mutual Group or between you and other parties.

CUNA Mutual Group and its affiliates, and agents are permitted, but not obligated, to review or retain your Communications. We may monitor your Communications to evaluate the quality of service you receive, your compliance with the Agreement, the security of the Application, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which CUNA Mutual Group, or its partners or agents monitor your Communications and CUNA Mutual Group and its partner, or their affiliates or agents.

## **9. Hyperlinks**

The Application may contain links to other sites. CUNA Mutual Group does not control such other sites, and CUNA Mutual Group and its partners and agents make no representations whatsoever concerning the content of those sites or any other representation regarding the same. The fact that CUNA Mutual Group has provided a link to a site, or displays content from such a site, is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, or products found on the Internet, and CUNA

Mutual Group cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold CUNA Mutual Group, its licensors, partners, or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on other sites.

## **10. Trademarks and Copyrights**

The Application and Data are owned by CUNA Mutual Group, its licensors, or their affiliates or agents, and is protected by United States copyright laws, and other U.S. federal and state statutes, regulations, and law, and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to CUNA Mutual Group or the respective owners of the same. Nothing contained in the Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the Application without the written permission of CUNA Mutual Group or such third party that may own the trademarks displayed in the Application. Your use of the trademarks displayed in the Application, or any other content in the Application, except as provided herein, is strictly prohibited.

Images and the Data displayed through the Application are either the property of, or used with permission by, CUNA Mutual Group or their affiliates or agents. You are prohibited from using or authorizing the use of these images or Data unless specifically permitted under the Agreement. Any unauthorized use of the images or Data is a violation of copyright laws, and may violate trademark laws, the laws of privacy and publicity, or other regulations and statutes, and is strictly prohibited.

## **11. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND, AGREE, AND ACCEPT THAT:

- a. YOUR USE OF THE APPLICATION AND DATA IS ENTIRELY AT YOUR SOLE RISK. THE APPLICATION AND DATA ARE PROVIDED BY CUNA MUTUAL GROUP, ITS LICENSORS, PARTNERS, AND THEIR AFFILIATES, EMPLOYEES, AND AGENTS (COLLECTIVELY, 'CUNA MUTUAL'), ON AN "AS IS," "AS AVAILABLE" BASIS, AND SOLELY AT YOUR RISK.
- b. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.
- b. CUNA MUTUAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE APPLICATION OR DATA, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, TIMELINESS, AND COMPLETENESS.
- c. CUNA MUTUAL MAKES NO WARRANTY THAT (i) THE APPLICATION AND DATA WILL MEET YOUR REQUIREMENTS, (ii) THAT ACCESS TO THE DATA OR THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED,

TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION OR DATA WILL BE ACCURATE OR RELIABLE. NO DATA OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CUNA MUTUAL, OR THROUGH THE APPLICATION SHALL CREATE ANY WARRANTY REGARDING THE APPLICATION NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **12. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CUNA MUTUAL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODS, GOODWILL, LOSS OF USE, DATA LOSS, OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF CUNA MUTUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE APPLICATION OR DATA OR ANY OTHER MATTER RELATING TO THE APPLICATION OR DATA.

## **13. Indemnification**

You agree to defend, indemnify and hold CUNA MUTUAL harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person arising out of your use of the Application or Data, or your violation of this Agreement, state or federal securities laws or regulations, or any other person's rights, including but not limited to infringement of any copyright, or other intellectual property right or proprietary right, or violation of any proprietary or privacy right, or any unlawful activity or activity in breach of this Agreement. Under no circumstances, including but not limited to a negligent act, will CUNA MUTUAL be liable for any damages of any kind that result from the use of, or the inability to use, the Application or Data, or from any harassing, threatening, defamatory, offensive or illegal messages or transmissions You may receive in using the Application.

## **14. Governing Law**

The Agreement, and all future agreements you shall enter into with CUNA Mutual Group, unless otherwise indicated on such other agreement, shall be governed by the law of the State of Wisconsin, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with CUNA Mutual Group and its partners, or any of their affiliates or agents in State of Wisconsin or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Dane, State of Wisconsin. If any part of the Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

## **15. The Application and Apple Devices**

With respect to the Application's use on any Apple device:

- a. Acknowledgement:** CUNA Mutual Group and you agree that the above usage rules for the Application are further restricted by the terms of service applicable to the **iTunes Store** as of the Effective Date of this Agreement, which each party hereby acknowledges receiving the opportunity to review.
- b. Scope of License:** The license to use Application is limited to a non-transferable license to use the Application on any Mac Product(s) that you own or control and only as permitted by the Usage Rules set forth in the terms of service applicable to the Mac App Store.
- c. Maintenance and Support:** You and CUNA Mutual Group acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- d. Warranty:** To the extent not effectively disclaimed, CUNA Mutual Group and not Apple is solely responsible for any Application product warranties, whether express or implied by law. In the event of any failure of the Application to conform to an applicable warranty, if any, you may notify Apple, and Apple will refund the purchase price for the Application to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, nor any obligation for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, if any.
- e. Product Claims:** Apple is not responsible for addressing any claims of the end-user or any third party relating to the Application or the end-user's possession and/or use of that Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Further, CUNA Mutual Group agrees that this Agreement may not limit CUNA Mutual Group's liability to you beyond what is permitted by applicable law.
- f. Intellectual Property Rights:** You and CUNA Mutual Group acknowledge that, in the event of any third party claim that the Application or the end-user's possession and use of that Application infringes that third party's intellectual property rights, Apple will have no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- g. Legal Compliance:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h. Third Party Terms of Agreement:** You must comply with applicable third party terms of agreement when using the Application.
- i. Third Party Beneficiary:** You and CUNA Mutual Group acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement, and that, upon the end-user's acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to

have accepted the right) to enforce the Agreement against the end-user as a third party beneficiary thereof.

## **16. Black Book Data**

You acknowledge that You may receive proprietary content, information and material from Black Book ('Black Book Materials') in connection with Your use of the Application. Those Black Book Materials are protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such Black Book Materials in any way whatsoever except for the permitted use within the Application. No portion of the Black Book Materials may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Black Book Materials, in any manner, and you shall not exploit the Black Book Materials in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

## **17. Miscellaneous**

This Agreement constitutes the entire agreement between you and CUNA Mutual Group regarding the Application and Data, and governs your use of the Application and Data, superseding any prior agreements, communications, or understandings between you and CUNA Mutual Group regarding the Application and Data, or relating to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid. The failure of CUNA Mutual Group to exercise or enforce any right, remedy, or provision of these this Agreement does not constitute a waiver of such right, remedy, or provision, which will still be available to CUNA Mutual Group.