

9. Aggregation Vendor. Aggregation Vendor is a third-party service provider engaged by RadiFi to provide certain aspects of the Service, acting pursuant to an agreement with RadiFi. You understand and acknowledge that (a) to provide the Service, RadiFi and Authorized Custodians need to share Personal Data with Aggregation Vendor and You may need to access a portal and/or other websites or content provided by Aggregation Vendor and (b) You have no direct contractual relationship with Aggregation Vendor under this Agreement and may not enforce contractual remedies against Aggregation Vendor to the extent it has failed to perform as required. Notwithstanding anything to the contrary contained herein, You agree that RadiFi may remove or replace Aggregation Vendor, including by directly assuming Aggregation Vendor's responsibilities hereunder, at any time, and without prior notice to You. Upon request by RadiFi You agree to take actions as may be necessary to give effect to any removal or replacement of Aggregation Vendor.

10. Authorized Custodians. RadiFi may add or remove Authorized Custodians at any time for any reason and has no obligation to provide notice to You of any such change. You agree, upon request by RadiFi or Aggregation Vendor, to take those actions necessary to terminate outstanding authorizations, enter new authorization, or otherwise give effect to the addition or removal of Authorized Custodians. You understand and acknowledge that the financial institutions that control Your accounts and assets may not be Authorized Custodians and therefore may be incompatible with the Service.

11. Intellectual Property Rights. You acknowledge and agree that: (a) other than Your electronic records stored by the Service, all content included in or available through the Service is the property of RadiFi and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights; (b) the compilation of all content on the Service is the exclusive property of RadiFi and/or its licensors and is protected by copyright or other intellectual property rights; (c) the trademarks, logos, and service marks displayed on the Service (collectively, "Trademarks") are the registered and unregistered trademarks of RadiFi or third parties, and may not be copied, altered, modified, or changed; and (d) nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of RadiFi or the third party which has rights to such Trademark, as appropriate.

12. Term; Termination. This Agreement will be effective on the date executed by You and will terminate on the date this Agreement is terminated by either party or according to its terms. Either party can terminate this Agreement with notice to the other for any reason at any time on at least 10 calendar days' prior notice to the other. Your failure to terminate this Agreement after an amendment by RadiFi will be deemed to constitute Your acceptance of, and agreement to be bound by, the Agreement, as amended. You can request the most current version of this Agreement by giving notice to RadiFi. Notwithstanding anything to the contrary herein, this Agreement will terminate automatically (a) if Your Account Agreements terminate for any reason, (b) if You cease to be a RadiFi member, or (c) following the transfer of assets to RadiFi when the Service is used solely in connection with the transfer of assets to RadiFi. Termination of this Agreement will not (i) result in the termination of Your Account Agreements. After termination of this Agreement, Your access to the Service will cease and You may be required to take action to terminate any authorization remaining in effect. RadiFi reserves the right to change or discontinue the Service, temporarily or permanently, at any time, and/or terminate this Agreement.

13. Miscellaneous

13.1 Exclusive Agreement. This Agreement, together with the Account Agreements represents the complete and exclusive agreement between RadiFi and You regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. This Agreement, as it may be amended from time according to its terms, will prevail over any subsequent oral communications between the parties.

13.2 Admissibility. A printed version of this Agreement and of any Notice hereto shall be admissible in judicial, administrative, arbitration, or other proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13.3 Severability. If any provision (or portion of a provision) of this Agreement is held to be invalid or otherwise unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect.

13.4 Counterparts; Electronic Copies. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument. Electronic copies of signature pages hereto will have the same binding force and effect as original copies.

13.5 Third-Party Beneficiaries. No party intends for this Agreement to benefit any third party not expressly identified or described herein, but the parties acknowledge that this Agreement is intended to benefit those third parties who are so identified or described as fully as if those third parties were parties to this Agreement. Without limiting the generality of the foregoing, Aggregation Vendor may rely upon Your grant of a license under this Agreement and the authorization and grant of a limited power of attorney under this Agreement, and Service Providers may rely upon the disclaimer of warranties, limitation of liability, and indemnity under this Agreement, and those persons are, for the purposes of those sections, third-party beneficiaries to this Agreement, entitled to the benefits of and to enforce the rights and protections provided by those Sections as fully as if those persons were parties to this agreement.

13.6 Notices. Any notice, consent, approval, request, or other communication that a party to this Agreement may desire or be required to give hereunder to the other party hereto (shall be in writing and shall be deemed to have been properly given or served if sent by electronic mail, in each case, to the email address provided on the signature page hereto. Any party may designate another email address for notice hereunder by a notice given pursuant to this Section.

13.7 Amendment. RadiFi may amend this Agreement (an "Amendment") upon notice to You. Your continued use of the Service following an Amendment will be deemed to constitute Your express consent to the Amendment. Any other amendment to this Agreement will require the written agreement (which may be electronic) of the parties.

13.8 Waiver. RadiFi will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by RadiFi. No delay or omission by RadiFi in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by RadiFi on one occasion will not be construed as a waiver of any rights or remedies by RadiFi on future occasions.

13.9 Dispute Resolution; Governing Law. The parties hereby agree that any dispute concerning this Agreement, or the Service will be resolved in accordance with the procedures contained in the Account Agreements and that the governing law provisions of the Account Agreements will apply with equal force to this Agreement.

13.10 Survival. If this Agreement terminates for any reason, the provisions of Sections 1, 3, 4.5, 7,8, 9, 12, as well as the provisions of this Section 13 will survive.