



Last Updated: February 26, 2018

TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. Your use of the Application (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and PwC Product Sales LLC (“PwC” or “we” or “us”) concerning your use of and access to certain PwC digital products, namely the PReP web application currently located at prep.pwc.com, any materials and services available on or through such site, and the PReP downloadable mobile software application (collectively, the “Application”).

BY USING THE APPLICATION, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE APPLICATION ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “you” and “your” in this Agreement will refer to both the individual using the Application and to any such Organization; however, if such Organization and PwC enter into a separate written agreement relating to the Application or other subject matter of this Agreement, such separate written agreement will govern such Organization’s access to and use of the Application and supersede this Agreement to the extent and as set forth in such separate written agreement.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 17 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Changes. We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Application. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Application following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Application (including access to the Application via any third-party links); charge, modify or waive any fees required to use the Application; or offer opportunities to some or all Application users.

2. Information Submitted Through the Application. Your submission of information through the Application is governed by the Privacy Policy located at <https://prep.pwc.com/App/> (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Application is and will remain accurate and complete, and that you will maintain and update such information as needed.

3. Jurisdictional Issues. The Application is controlled or operated (or both) from the United States, and is not intended to subject PwC to any non-U.S. jurisdiction or law. The Application may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Application is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the

Application's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4. Rules of Conduct. In connection with the Application, you must not:

- Post, transmit or otherwise make available through or in connection with the Application any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Application any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use the Application for any commercial purpose, including using the Application for or in connection with any facility management, service bureau or time-sharing purposes, services, or arrangements, or otherwise use the Application for processing data or other information on behalf of any third party.
- Use the Application for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Application.
- Interfere with or disrupt the operation of the Application or the servers or networks used to make the Application available, including by hacking or defacing any portion of the Application; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Application.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Application except as expressly authorized herein, without PwC's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Application, except where such restriction is expressly prohibited by applicable law.
- Remove or alter any copyright, trademark or other proprietary rights notice on the Application.
- Frame or mirror any portion of the Application, or otherwise incorporate any portion of the Application into any product or service, without PwC's express prior written consent.
- Systematically download and store Application content.
- Use any robot, spider, Application search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Application content, or reproduce or circumvent the navigational structure or presentation of the Application, without PwC's express prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Application.

5. Registration; No Sharing of User Name and Password. You may need to register or otherwise establish an account to use all or part of the Application. We may reject, or require that you change, any user name, password or other information that you provide to us in registering or otherwise establishing an account. Your user name and password are for your personal use only and should be kept confidential. YOU MUST NOT PROVIDE YOUR USER NAME AND PASSWORD TO ANY OTHER PERSON OR ENTITY FOR PURPOSES OF ACCESSING OR USING THE APPLICATION. You, and not PwC, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your account.

YOU MUST NOT, DIRECTLY OR INDIRECTLY, ALLOW ANY OTHER PERSON OR ENTITY TO USE YOUR ACCOUNT TO ACCESS OR USE THE APPLICATION.

6. Submissions. Application users may make available certain materials (each, a “Submission”) through or in connection with the Application, including through the Application’s commenting features and other interactive services. PwC has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE APPLICATION, YOU DO SO AT YOUR OWN RISK.

7. License. For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze, exploit and practice such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other information or materials (“Feedback”), whether related to the Application or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place PwC under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this Section, and that your Submissions, and your provision thereof through and in connection with the Application, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

8. Monitoring. We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Application, or analyze your access to or use of the Application. We may disclose information regarding your access to and use of the Application, and the circumstances surrounding such access and use, to anyone in connection with performing services for you, in connection with operating the Application, or for analytic, statistical, security, quality control, and similar purposes (including in aggregate form, e.g., to analyze systems performance).

9. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by PwC (and, if applicable, your Organization) to access and use the Application, you

may view one (1) copy of any portion of the Application to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the Application.

10. PwC's Proprietary Rights. We and our suppliers own the Application, which is protected by proprietary rights and laws. As between you and us, the Application and all non-public information and materials (technical, business and otherwise) related to the Application (and the use of it), including Submissions of other Application users, are our "Confidential Information" and you will not use or disclose to third parties Confidential Information except to the extent necessary to exercise your rights and fulfill your obligations under this Agreement or as required by applicable law. Our trade names, trademarks and service marks include the name "PricewaterhouseCoopers" and "PwC" and any associated logos, marks and designs. All trade names, trademarks, service marks, logos and designs on the Application not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks, logos or designs in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Application should be construed as granting any right to use any trade names, trademarks, service marks, logos or designs without the express prior written consent of the owner.

11. CPA Notice; PwC Related Parties; Nature of Engagement. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the products and services provided to you under this Agreement (including the Application or through the Application), non-CPA owners may be involved in providing such products and services. PwC is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of (and subcontract to) its affiliates, the Other PwC Firms and third party contractors and subcontractors, within or outside of the United States (each, a "PwC Service Provider") for internal, administrative and regulatory compliance purposes or in connection with providing the Application. The PwC Service Providers and their and PwC's respective partners, principals, employees and agents (collectively, the "PwC Beneficiaries") will have no liability or obligations arising out of this Agreement, and you agree to bring any claim or other legal proceeding of any nature arising from or related to this Agreement or its subject matter against PwC and not against the PwC Beneficiaries. While PwC is entering into this Agreement on its own behalf, this Section 11 also is intended for the benefit of the PwC Beneficiaries. This Application does not include, and is not intended to constitute, tax advice and, therefore, is not subject to Treasury Department Circular 230 and/or Internal Revenue Code § 6694. Any services requested by you, or proposed by PwC, that would constitute tax advice will be provided under a separate engagement letter, including appropriate terms and conditions, with PricewaterhouseCoopers LLP.

12. Third Party Materials; Links. Certain Application functionality may make available access to information, products, services and other materials made available by third parties, including Submissions ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by PwC with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Application at any time. In addition, the availability of any Third Party

Materials through the Application does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

13. Open Source. The Application may include open source components, which are licensed for use and distribution by PwC under applicable open source licenses. Use of these open source components is governed by and subject to the terms and conditions of the applicable open source license.

14. DISCLAIMER OF WARRANTIES. The Application (including any information and materials made available to you in connection with using the Application) is not for any third party's use or benefit and is not intended to be relied upon by you or any third party, including to operate or promote your business, secure financing or capital in any form, sell or underwrite securities, obtain any regulatory or governmental approvals, or otherwise be used in connection with procuring services or other benefits from any entity. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE APPLICATION AND ANY PRODUCTS, SERVICES AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) PwC DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APPLICATION AND ANY PRODUCTS, SERVICES AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH PwC AND THE PwC BENEFICIARIES AND THEIR RESPECTIVE PARTNERS, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Application, we do not guarantee that the Application is or will remain updated, complete, accurate, correct or secure, or that access to the Application will be uninterrupted. The Application may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Application. If you become aware of any such alteration, contact us at prep.support@us.pwc.com with a description of such alteration and its location with respect to the Application.

15. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) PwC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, PwC WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE APPLICATION OR FROM ANY PRODUCTS, SERVICES OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION OR ANY PRODUCTS, SERVICES OR THIRD PARTY MATERIALS IS TO STOP USING THE APPLICATION; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF PwC FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE WHICHEVER IS GREATER: ONE HUNDRED DOLLARS (\$100), OR THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO PwC TO USE THE APPLICATION. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH PwC AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

16. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless PwC and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Application (including all Submissions); and (b) any violation or alleged violation of this Agreement by you.

17. Termination. This Agreement is effective until terminated. PwC may immediately terminate this Agreement without penalty or liability: (a) if continuing to perform under this Agreement could, in PwC's sole and absolute judgment, result in PwC's noncompliance with any applicable law, rule or regulation, or any regulatory guidance, professional standard, or self-regulatory rule or policy, in each case as in effect from time to time; or (b) upon the occurrence of an event that, in PwC's sole and absolute judgment, causes or would be likely to cause PwC or any Other PwC Firm not to be "independent" as required by any law, rule, regulation or professional standard relating to independence. PwC may terminate or suspend your use of the Application at any time and without prior notice, for any reason, including if PwC believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension (or any termination of this Agreement), your right to use the Application will immediately cease, and PwC may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2 through 8 and 10 through 21 will survive any termination of this Agreement.

18. Governing Law; Arbitration. This Agreement, and any dispute relating to this Agreement or the subject matter of this Agreement, will be governed by and construed, interpreted and enforced in accordance with the domestic laws of the State of New York, without giving effect to any provisions that would require the laws of another jurisdiction to apply and regardless of your location. The parties expressly disclaim the applicability of, and waive any rights based on, the Uniform Computer Information Transactions Act, the Uniform Commercial Code, or the United Nations Convention on Contracts for the International Sale of Goods, however each may be codified or amended. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE APPLICATION AND THE USE THEREOF) OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND PwC UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL PANEL OF THREE ARBITRATORS INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT PwC AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. Notwithstanding the foregoing, nothing in this Agreement will preclude either party from seeking equitable relief in a court having jurisdiction. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect ("CPR Rules"). The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided for in the CPR Rules. The arbitration panel will have no power to award non-monetary or equitable relief of any sort, or to award damages inconsistent with this Agreement (including Section 14). Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration will be treated as confidential. You acknowledge and agree that any demand for arbitration must be issued within one (1) year from the date that you became aware or should reasonably have become aware of the facts that give rise to PwC's alleged liability and in any event no later than two (2) years after the cause of action accrued.

19. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Current providers of such protections include Norton Family from Symantec

Corporation (at <https://family.norton.com>) and Net Nanny (at <https://www.netnanny.com>), and information identifying current providers of such protections is accessible on the Internet (for example, at https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers). Please note that PwC does not endorse any of these products or services, including any that may be listed on the foregoing sites.

20. Information or Complaints. If you have a question or complaint regarding the Application, please send an e-mail to prep.support@us.pwc.com. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

21. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Application infringe your copyright, you (or your agent) may send to PwC a written notice by mail or e-mail, requesting that PwC remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to PwC a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to PwC’s DMCA agent as follows: By mail to PricewaterhouseCoopers LLP, Attn: DMCA Agent, Office of the General Counsel, Three Embarcadero Center, San Francisco, CA 94111; by e-mail to US_DMCA@pwc.com; or by fax to the fax number that we will provide to you if you request such fax number by contacting PwC’s DMCA agent by mail, e-mail or telephone at the addresses or phone number provided in this Section. PwC’s DMCA agent’s phone number is (415) 498-7542. We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

22. Trade Control Laws. The Application 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 you represent, warrant and covenant as follows: (a) you will not use the Application except as authorized by applicable Trade Control Laws; (b) 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”)); (c) you will not access or otherwise use the Application from or on behalf of any Sanctioned Country; (d) 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; (e) you will not use the Application for any end-uses restricted by the U.S. Government; and (f) you will not use the Application 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.

23. Miscellaneous. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and PwC. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding

or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and PwC relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and PwC relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting through the Application, through URL or by e-mail (including in each case via links). Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative 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. PwC will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

24. Apple-Specific Terms. In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of any mobile software application component of the Application compatible with the iOS operating system of Apple Inc. (“Apple”). Apple is not a party to this Agreement and does not own and is not responsible for the Application. Apple is not providing any warranty for the Application except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the Application and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Application, including any third-party product liability claims, claims that the Application fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Application, including those pertaining to intellectual property rights, must be directed to PwC in accordance with the “Information or Complaints” section above. The license you have been granted in this Agreement for any mobile software application component of the Application compatible with Apple’s iOS operating system is limited to a non-transferable license to use the Application on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the Application, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, PwC’s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.