

TERMS OF USE

Last Updated: February 17, 2020

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

This Agreement is between you and PricewaterhouseCoopers Advisory Product Sales LLC (“*PwC*” or “*we*” or “*us*”) concerning your use of (including any access to) the software solution known as the “**Detection and Monitoring Hub**” (together with any materials and services available on or through that solution, successor solution(s), and any website or mobile software application through which PwC makes that solution or successor available to you, the “*Solution*”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by PwC through the Solution, or otherwise made available to you by PwC.

BY USING THE SOLUTION, 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 SOLUTION 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 THAT ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION TO THIS AGREEMENT.

References to “you” and “your” in this Agreement will refer to both the individual using the Solution and to any such Organization; however, if an Organization and PwC enter into a separate written agreement relating to the Solution or other subject matter of this Agreement, such separate written agreement will govern the Organization’s access to and use of the Solution 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 18 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 Solution. 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 Solution 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 Solution (including access to the Solution via any third-party links); charge, modify or waive any fees required to use the Solution; or offer opportunities to some or all Solution users.

2. Information Submitted Through the Solution. Your submission of information through the Solution is governed by the Privacy Policy located at <https://gofaastdemo.hosting.pwc.com/fraud-tracker-react-demo/>

(the “*Privacy Policy*”). You represent and warrant that any information you provide in connection with

the Solution is and will remain accurate and complete, and that you will maintain and update such information as needed.

3. Jurisdictional Issues. The Solution 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 Solution may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Solution is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Solution’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 Solution, you agree that you will not (and will not attempt to):

- Post, transmit or otherwise make available through or in connection with the Solution 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 Solution any virus, worm, Trojan horse, Easter egg, time bomb, spyware, rootkit, keystroke logger 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*”).
- Resell, sublicense, rent, lease, loan, sell, distribute, disseminate, transmit or otherwise provide access to the Solution to any third party; or transfer, delegate, assign, or sublicense your rights hereunder.
- Use the Solution for any commercial purpose, including using the Solution for or in connection with any facility management, service bureau or time-sharing purposes, services, or arrangements, or otherwise use the Solution for processing data or other information on behalf of any third party.
- Use the Solution for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Solution.
- Undermine the security or integrity of any element involved in providing access to, or functionality of, the Solution; or interfere with or disrupt the operation of the Solution or the servers or networks used to make the Solution available, including by hacking or defacing any portion of the Solution; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Solution.

- 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 Solution except as expressly authorized herein, without PwC's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Solution, except where such restriction is expressly prohibited by applicable law.
- Remove or alter any copyright, trademark or other proprietary rights notice from the Solution.
- Frame or mirror any portion of the Solution, or otherwise incorporate any portion of the Solution into any product or service, without PwC's express prior written consent.
- Systematically download and store Solution content (beyond downloading reports as part of the licensed usage).
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," "harvest" or otherwise gather Solution content, or reproduce or circumvent the navigational structure or presentation of the Solution, without PwC's express prior written consent.
- Use the Solution in violation of this Agreement or other policies to which you have been directed.

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

5. Registration; User Names and Passwords. You will need to register or otherwise establish an account to use all or part of the Solution. 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, 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 Solution. You are responsible for the security of the device you use to access and use the Solution.

6. Submissions. Solution users may make available certain materials (each, a "Submission") through or in connection with the Solution (for example, information on your vendors, reports generated by using the Solution), including through the Solution's interactive services or sharing functionality. 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 SOLUTION, YOU DO SO AT YOUR OWN RISK. You do not grant PwC any rights in or to Your Submissions except such licenses as may be required for PwC to offer the Solution to You. You represent and warrant that you have all rights necessary to grant the licenses granted in this Agreement, and that your Submissions and your provision thereof through and in connection with the Solution, 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.

7. Feedback. If you provide to us any ideas, proposals, suggestions or other information or materials (“**Feedback**”), whether related to the Solution or otherwise, 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 hereby grant to PwC a worldwide, irrevocable, nonexclusive, royalty-free, sub-licensable and perpetual license to use and otherwise incorporate any Feedback, in anonymized form, for any purpose, including improving the Solution.

8. Monitoring. We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Solution, or analyze your access to or use of the Solution. We may disclose information regarding your access to and use of the Solution, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

9. Your Limited Rights. The Solution is licensed (not sold) to end users. Subject to your compliance with this Agreement, and solely for so long as you are permitted by PwC to access and use the Solution: (a) with respect to any mobile software application component of the Solution (if any), we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Solution on a mobile device that you own or control; and (b) with respect to any other component of the Solution, you may use any such portion of the Solution to which we provide you access under this Agreement, as viewable on any single device; in each case, solely for your personal use (or, if you are using the Solution on behalf of an Organization, then for the internal business purposes of the Organization. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the Solution and, with respect to any mobile software application component of the Solution, remove (that is, uninstall and delete) the Solution from your mobile device.

10. PwC’s Proprietary Rights. PwC and our suppliers own the Solution, which is protected by proprietary rights and laws. As between you and us, the Solution and all non-public information and materials (technical, business and otherwise) related to the Solution (and the use of it), including Submissions of other Solution users and any reports generated by using the Solution, 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 Solution 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 Solution 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. 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 Solution or through the Solution), 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

Solution. 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.

12. Third Party Materials; Links. Certain functionality of the Solution may provide you with 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 Solution at any time. In addition, the availability of any Third Party Materials through the Solution 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 Solution may include open source components, which are licensed for use and distribution by us 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 Solution (including any information and materials made available to you in connection with using the Solution) is not for any third party's use or benefit (except for an the Organization on whose behalf you are using the Solution, if any) 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 SOLUTION 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; (B) PWC DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOLUTION AND ANY PRODUCTS, SERVICES AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND (C) PWC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE INFORMATION AND MATERIALS PROVIDED ON THIS WEBSITE. 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 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 Solution, we do not guarantee that the Solution is or will remain updated, complete, accurate, correct or secure, or that access to the Solution will be uninterrupted. The Solution may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Solution. If you become aware of any such alteration, contact us at heather.k.finger@pwc.com with a description of such alteration and its location with respect to the Solution.

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, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; (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 SOLUTION 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 SOLUTION OR ANY PRODUCTS, SERVICES OR THIRD PARTY MATERIALS IS TO STOP USING THE SOLUTION; 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 THE GREATER OF ONE HUNDRED DOLLARS (\$100) AND THE TOTAL AMOUNT OF LICENSE FEES, IF ANY, PAID BY YOU TO PwC SPECIFICALLY TO USE THE SOLUTION. 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 Solution (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 Solution 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 Solution 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 22 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 SOLUTION 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 16). 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.

THE FOREGOING IS A MANDATORY ARBITRATION PROVISION THAT 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.

19. Information or Complaints. If you have a question or complaint regarding the Solution, please send an e-mail to heather.k.finger@pwc.com. You may also contact us by writing to PwC Attn: Heather Finger 100 E Pratt Street, Suite 1900, Baltimore, MD 21230, or by calling us at +1 (412) 337-9309. 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.

20. Trade Control Laws. The Solution 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 Solution 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 Solution 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 Solution for any end-uses restricted by the U.S. Government; and (f) you will not use the Solution 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.

21. 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 Solution or by e-mail (including in each case via links), or by regular mail. 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.