

End User Agreement

Updated November 24, 2017

This End User Agreement (the "Agreement") between you ("You" or "User") and Brighter Financial, Inc., a Delaware corporation ("BFI"), that operates the StarshipHSA.com website (the "Website") states the terms and conditions governing Your use of the Services (the "Services") to which You are subscribing from BFI. By clicking on the "Agree" button below and accessing the Services, You agree to the terms of this Agreement. If You do not agree to be bound by the terms of this Agreement, You should click the "Don't Agree" button below, in which case You will not be able to proceed with the registration process for the respective Services and become an End User. YOU SHOULD PRINT OUT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

1. Limited Rights

During the term of this Agreement You are granted limited, non-exclusive access to the Services solely for Your personal use. Access under Your StarshipHSA UserID and password is limited to You and may not be shared with any other individuals or persons. You agree not to use Your StarshipHSA UserID or password for the purpose of providing other users with access to your Account or Services. You agree to use the Services and any enhancements to the Services that StarshipHSA may make in the future only in accordance with this Agreement as it may be amended by StarshipHSA from time to time.

2. Exceptions for Certain Types of Subscribers

If You are an authorized "Authorized User" under a valid written corporate subscription agreement between StarshipHSA and Your employer or another institution, the terms of that agreement may provide for different or additional rights and obligations in lieu of or in addition to certain of the terms and conditions of this Agreement. In the event of any conflict, the terms of such a valid other agreement will control.

3. Privacy and Your Account

For purposes of this Agreement, the term "**StarshipHSA Website**" means the Internet website owned and operated by BFI known as starshiphsa.com, as the same may be modified from time to time during the term of this Agreement. The StarshipHSA Website may also be referred to as the "**Website**". You agree to provide, maintain and update true, accurate and complete information about Yourself as required by the StarshipHSA registration process. If You provide any information that does not satisfy this provision, or StarshipHSA has reasonable grounds to suspect as much, StarshipHSA has the right to suspend or terminate Your account and refuse any and all current or future use of the Services and the Website (or any portion thereof). Registration data and other personally identifiable information about You are subject to our Privacy Policy. Your information may be stored and processed in the United States or any other country where StarshipHSA and BFI have facilities and, by registering for an Account or Service, You consent to the onward transfer of Your information outside of Your country. If you are a resident of the European Union, you consent that any personally-identifiable information you provide to StarshipHSA will be onward transferred to and processed by BFI and used by BFI and StarshipHSA in accordance with the StarshipHSA [Privacy Policy](#). If you have not already read StarshipHSA's Privacy Policy, You should do so now. If Your access to a Service has been provided by or through a third party (for example, Your employer (each, a "Third Party"), the Third Party may have provided StarshipHSA with information about You to enable StarshipHSA to provide You with access to the Services and distinguish You from other end users (such as Your email address or name). If You access a Service using a password, You are solely responsible for maintaining the confidentiality of that password. You agree to notify StarshipHSA promptly if You change Your address or email so StarshipHSA can continue to contact You and send any notices required hereunder. If You fail to notify StarshipHSA promptly of a change, then any notice StarshipHSA sends to Your old address or email shall be deemed sufficient notice.

4. No Warranties

Information (the "Information") provided through the Services is gathered from sources that StarshipHSA believes are reliable; however, StarshipHSA and BFI do not warrant the accuracy, completeness, or timeliness of the Information. There may be delays, omissions or inaccuracies in the Information. You agree that StarshipHSA and BFI shall have no liability, contingent or otherwise, for the accuracy, completeness, or timeliness of the Information, or for any decision made or action taken by You in reliance upon the Information.

Access to stock quotes and charts may be provided on the StarshipHSA Website through an independent third party whose content is copyrighted. StarshipHSA and its vendors make no guarantees as to the availability, timeliness or accuracy of such quotes or charts, and Your use of such quotes and charts is subject to these warranty disclaimers and the limitation of liability set forth below.

THE SERVICES AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND STARSHIP AND BFI EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE INFORMATION AND THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF STARSHIP AND/OR BFI HAVE BEEN INFORMED OF SUCH PURPOSE. STARSHIP AND BFI EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION AND THE SERVICES, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

5. Exclusion of Consequential Damages; Limitation of Liability

You acknowledge that the Information and Services are not intended as investment, business, tax or legal advice, and StarshipHSA and BFI shall not be responsible for any investment, business, tax or legal recommendations or opinions of third parties cited by the Services or in Information contained therein.

YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

IN NO EVENT SHALL STARSHIPHSA OR BFI, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, TRADING LOSSES AND OTHER COMMERCIAL DAMAGES) THAT RESULT FROM THE USE OF THE SERVICES OR FROM ANY INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE SERVICES, EVEN IF STARSHIPHSA AND/OR BFI HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

THE SOLE AND ENTIRE MAXIMUM LIABILITY OF STARSHIPHSA AND BFI, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS AND SUPPLIERS, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED IN THE AGGREGATE TO THE PRORATED AMOUNT REMAINING OF THE FEE PAID BY YOU FOR THE SERVICES FOR THE THEN-CURRENT TERM OF THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU, IN WHICH CASE THEY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

6. Proprietary Information

The content, organization, text, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Website, the Services and the Information contained therein (including any copies made by You or on Your behalf pursuant to this Agreement), are the property of BFI and/or its respective licensors and are protected by applicable copyright, trademark, trade dress and other laws of the United States and international treaties. No license or other rights under any such intellectual property rights are implied or granted under this Agreement other than the licenses expressly set forth in this Agreement and all other rights are expressly reserved hereunder. You agree not to copy, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, alter, amend, modify, translate or change, commercially exploit or create derivative works based on the Services, the Web Site, or the Information in any manner without the prior written consent of StarshipHSA and BFI, which may be requested as set forth below. You further agree that You will not, without StarshipHSA's prior written consent: (i) create abstracts from, scrape or display headlines from the Services for use on another website or service, (ii) make mass, automated or systematic extractions from or hard copy storage of the Services or the Information, (iii) make the Services or the Information available by remote access to any other person, or (iv) post any content from the Services to weblogs, newsgroups, mail lists or electronic bulletin boards. You also agree not to use the Information for any unlawful purpose. You agree to comply with reasonable written requests by StarshipHSA to protect BFI's rights in the Information.

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7. Third Party Links

The Website and Services may contain references or hyperlinks to third party websites. Such hyperlinks are provided for Your reference purposes only. StarshipHSA and BFI (a) do not control such other websites, and make no guarantee as to the accuracy, currency, content or quality of any such websites and information, including noninfringement of such websites or the content contained in such websites; (b) assume no responsibility as to whether such third party websites contain unintended or objectionable content; and (c) makes no endorsement of such websites or their content.

8. User Contents

Users are solely responsible for the contents of any messages they post on bulletin boards, chat rooms or other communications devices as may be provided by the Website or the Services from time to time, as well as for the consequences of any such messages. You agree not to use the Website or the Services for chain letters, junk mail, "spamming" or commercial solicitations, and not to send any message or material that is unlawful or gives rise to civil liability. All such communications through the Services are public and not private communications, and BFI reserves the right to remove such communications for any reason or no reason.

9. Indemnification

You agree to defend, indemnify and hold harmless StarshipHSA and BFI, its affiliates, and their respective employees, officers, directors, shareholders, members, agents, representatives, service providers and suppliers, from and against any and all claims, losses, liabilities, costs and

expenses (including without limitation reasonable attorneys' fees, costs and expenses) arising from Your violation of this Agreement, applicable state or federal laws or regulations, or any third party's rights, including without limitation infringement of any copyright, violation of any proprietary right or invasion of any privacy rights, except to the extent that such liability results from any infringement of copyright, violation of any proprietary right or invasion of any privacy right by StarshipHSA or BFI.

10. Data Transmission

You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorized third parties when communicated between you and StarshipHSA using the Internet, other network communications facilities, telephone or any other electronic means. You agree to use standard commercial Internet Browser software that supports a data security protocol compatible with the (SSL) protocol used by StarshipHSA and to follow StarshipHSA's log-on procedures for electronic Services. You acknowledge that StarshipHSA is not responsible for notifying You of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including without limitation the Internet.

11. Use of Software, Programs, Applications or Other Devices to Access Electronic Services

With the exception of standard commercial Internet Browser software, You agree not to use any software, program, application or any other device to access or log on to StarshipHSA and BFI's computer systems, the Website, or to automate the process of obtaining, downloading, transferring or transmitting any content, information or quotes to or from StarshipHSA's or BFI's computer systems or the Website.

12. Subscription, Service, User Fees

You agree to pay all subscription, service and user fees, if any, that you are charged by StarshipHSA for the Services and the Information to which you have subscribed and agree that such fees may be changed without notice. You agree to pay all costs (including attorneys' fees), if any, incurred by StarshipHSA and BFI in collecting overdue fees from you. You also agree to pay all federal, state and local taxes applicable to Your use or receipt of the Services and the Information.

13. Termination

StarshipHSA and BFI reserve the right to terminate this Agreement and Your access to the Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to breach of this Agreement, discontinuation of StarshipHSA's access to any Information or data from any third party provider or termination of one or more agreements between StarshipHSA and/or BFI and any provider of Information. In the event of a termination by StarshipHSA and BFI, neither the Information providers nor StarshipHSA or BFI shall have any liability to You; provided, however, that if the termination is without cause, StarshipHSA will refund the pro rata portion of any fee that may have been paid by You for the portion of the terminated Services not furnished to You as of the date of such termination.

14. Survival of Terms

The provisions of Paragraphs 4 ("No Warranties"), 5 ("Exclusion of Consequential Damages; Limitation of Liability"), 6 ("Proprietary Information"), 7 ("Third Party Links"), 9 ("Indemnification"), 10 ("Data Transmission"), 12 ("Subscription, Service, User Fees"), 13 ("Termination"), 18 ("Governing Law") and 19 ("General") will survive the termination of this Agreement.

15. Amendments to Agreement

StarshipHSA and BFI reserve the right, in their sole discretion, to change, modify, add or delete portions of the terms of this Agreement at any time by notifying You of the change by posting notice of such changes on this Website. You can access the current terms and conditions of this Agreement at any time by going to the Customer Service section of the Website. You agree that

Your accessing or using a Service after any changes are made to this Agreement will constitute Your agreement to and acceptance of such changes.

16. Notice and Procedure for Making Claims of Copyright Infringement

StarshipHSA policy is to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. You agree that any claim of alleged infringement will be made in accordance with such policy and such Act.

17. Corporate Subscriptions

If this Agreement relates to a Service purchased on behalf of a corporate subscriber under which You are an authorized user, that corporate subscriber agrees that it and each authorized user under such corporate subscription are bound by the terms and conditions of this Agreement and that the terms "You" and "User" include such corporate subscriber and each such authorized user. By accessing the Services, You represent and warrant that the person who ordered such subscription had sufficient authority to order the Services and to bind such corporate subscriber to the terms of this Agreement.

18. Governing Law

This Agreement is governed by the laws of the State of California, USA, without regard for its conflicts of laws rules or your actual state or country of residence. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

20. General

Any dispute between the parties will be resolved exclusively by binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association and shall be held in Santa Clara County, California, USA. If any action or proceeding is commenced to enforce or interpret this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party all reasonable attorneys' fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding. You acknowledge that, in providing You with the Services, StarshipHSA and BFI have relied upon Your agreement to be bound by the terms and conditions of this Agreement, as currently in effect and as amended from time to time. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Any waiver of any provision of this Agreement by StarshipHSA or BFI will be effective only if in writing and signed by an officer of BFI.