

Website Terms of Usage and Disclaimers

Effective Date: June 2024

Gila LLC d/b/a Municipal Services Bureau (MSB), and affiliates under common ownership ("MSB", "we", "us" or "our") maintain the websites we operate on behalf of our clients and which you are accessing, (collectively, the "Site"). The Site can be used to execute online transactions. MSB requires that all visitors to our Site on the Internet adhere to the following Terms of Usage and Disclaimers ("Terms"). By accessing the Site, you indicate your acknowledgment and acceptance of these Terms. Please read them carefully. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE.

BINDING ARBITRATION

THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND MSB MAY HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST MSB TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE REVIEW SECTION 14 ("ALTERNATIVE DISPUTE RESOLUTION") FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH MSB.

1. Changes to Terms

MSB reserves the right to modify or discontinue, temporarily or permanently, the Site for any reason, at its sole discretion, with or without notice to you. MSB likewise may change the Terms and conditions of the Terms from time to time with or without notice to you. You agree to review the Terms periodically to ensure that you are aware of any modifications. The Effective Date of these Terms is set forth at the top of this webpage. Your continued access or use of the Site after the modifications have become effective shall be deemed your conclusive acceptance of the modified Terms. The amended Terms supersede all previous versions.

2. Intellectual Property

THE CONTENTS OF THE SITE, INCLUDING ITS "LOOK AND FEEL" (E.G., TEXT, GRAPHICS, IMAGES, LOGOS, AND BUTTON ICONS), EDITORIAL CONTENT, NOTICES, SOFTWARE (INCLUDING HTML-BASED COMPUTER PROGRAMS), AND OTHER MATERIAL ARE PROTECTED UNDER BOTH UNITED STATES AND FOREIGN COPYRIGHT, PATENT, TRADEMARK, AND OTHER LAWS. The contents belong to MSB or to others as indicated. The information and materials contained in the Site may not be copied, displayed, scraped, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, supplemented, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the

express written permission of MSB. All rights not expressly granted herein are reserved to us and our licensors.

3. License

MSB grants you a limited license to access and make personal use of the Site subject to these Terms. Your right to use the Site is personal to you. You agree not to reproduce, duplicate, copy, sell, resell, use or exploit for any commercial purposes, the Site or use of or access to the Site or any information or technology obtained from the Site.

4. Security and Restrictions

You are prohibited from violating or attempting to violate the security of the Site, including by (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Site or any portion thereof without authorization; or (d) introducing any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our Site pages or the content contained herein without our prior express, written permission which may be exercised in our sole discretion. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on our Site and will not use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site. You agree that you will not use the Site to engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability. You agree to abide by all applicable local, state, national, and international laws and regulations in your use of the Site. Our Site is available only to individuals who are permitted to use it under applicable law. If you do not qualify, please do not use our Site. You agree to be solely responsible for your actions and the contents of your transmissions through the Site. You agree not to impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity. MSB is permitted to disclose the information you provide to financial institutions, educational institutions, government agencies, and other authorized third parties as necessary in accordance with our contract requirements and any applicable law. You agree that MSB may terminate your password, account, or use of the Site in MSB's sole discretion for any reason.

5. Notice

All notices you give to us in accordance with these Terms shall be in writing and shall be made either via e-mail or conventional mail, unless the Terms expressly state otherwise. In addition, MSB may post notices or links to notices through the Site to inform you of changes to the Terms, the Site, or other matters of importance.

6. Privacy

Please see our Privacy Policy, which is incorporated by reference into these Terms, for the details of our commitment to your privacy.

7. Third-Party Links and Services

On this Site, you may find content, functions, information, and tools, including that provided by third parties that are not the property of MSB. While we strive to keep both MSB and the third-party-provided information current and accurate, we cannot guarantee and expressly do not warrant that the third-party content, functions, information and tools are error-free or that your access will be uninterrupted or that material accessible from this Site is free of viruses. On this Site you will find numerous links which will transfer you to the site or online service of an organization that can provide you with value-added information and/or functionality. By linking to these sites/online services, MSB does not represent or imply that there is any business relationship between the two entities. MSB is not responsible for the content and performance of these sites/online services or for your transactions with them. Please understand that the information collected by such sites/online services and the content and practices of such sites/online services are not covered by MSB's Privacy Policy or these Terms. Furthermore, MSB strives to keep these links/online services as current and accurate as possible, but we cannot guarantee and we expressly do not represent or warrant that they point to the intended third-party site. Links to and from this site do not constitute a MSB endorsement.

8. Assumption of Risk

All content on the Site is for informational purposes of a general nature only and does not address any circumstances of any particular individual or entity, with the exception of individual or entity account information. Do not construe any such information or material as legal, tax, investment, financial, professional or any other advice. Nothing on our Site constitutes professional and/or financial advice, nor does any information found on this Site constitute a comprehensive or complete statement of the matters discussed. MSB is not a fiduciary by virtue of any person's use of or access to the Site and content contained in the Site. Any information, materials, statements and/or data set out herein is subject to change any time without notice and as such, no reliance may be placed on the fairness, accuracy, completeness or correctness of any information and materials contained on the Site. You alone assume the sole responsibility of evaluating all merits and risks that are or may be associated with any use of any information or material on the Site, or drawing any conclusions based on the information and content found on the Site. In exchange for using the Site, you agree not to hold MSB, its affiliates, or any third-party service provider(s) liable for any possible claim for damages arising from any decisions you made or had made based on the information or content made available to you on the Site. In any event, MSB and/or its employees, advisors and representatives are not liable for any loss or damage whatsoever arising or incurred from any use of or reliance on the Site, its contents or otherwise arising in connection with the Site. Use of this Site and the submission of any forms completed by you through this Site do not automatically qualify you for any program, status or desired outcome in which you seek participation or approval.

9. User Account

If the Site is configured for online account setup, you may register an account on the Site. You agree that the information you provide to us during the registration process and at all other times when you use the Site is accurate, current, and complete, and that you will keep it up-to-date at all times. If you provide any information that is, or that MSB has reasonable grounds to suspect is, untrue, inaccurate, not current, or incomplete, MSB has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). If you are not a registered user, you may receive an ID and password upon completing the registration process. You are responsible for maintaining the confidentiality of your log-in name and password and for any and all activities that occur under your account. You are the sole authorized user of any account you create through the Site. You may not authorize others to use your account-holder status, and you may not assign or otherwise transfer your account to any other person or entity. You agree to immediately notify, orally or in writing, MSB or MSB's client with whom you are transacting with on the Site and on whose behalf the Site is operated of any unauthorized use of your account or any other breach of security known to you. MSB will not be liable for losses, damages, liability, expenses, and fees incurred by MSB or a third party arising from someone else using your account regardless of whether you have notified us of such unauthorized use. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account.

10. Feedback

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any material, information or other communication you provide to MSB, including any ideas, comments, suggestions, feedback, inventions, content, data or the like ("Feedback") will be considered non-confidential and non-proprietary. MSB will have no obligations with respect to the Feedback. Furthermore, you hereby assign and agree to assign to MSB all intellectual property rights and waive any publicity or similar rights you have in any Feedback. By submitting the Feedback to MSB, you agree MSB is free to use the Feedback, without limitation and without any compensation to you or any other party, for any purpose whatsoever and in identifiable or de-identifiable form. MSB and its designees will be free to copy, disclose, distribute, incorporate, commercialize, and create derivative works and otherwise use the Feedback and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.

11. Disclaimer; Limitation of Liability

You agree that all access and use of the Site and its contents is at your own risk. By using the Site, you acknowledge that we specifically disclaim any liability (whether based in contract, tort, negligence, strict liability or otherwise) for any direct, indirect, incidental, common law, statutory, regulatory, consequential, compensatory, punitive, or special damages arising out of or in any way connected with your access to or use of the Site (even if we have been advised of the possibility of such damages) including any

liability associated with any viruses which may infect your computer equipment. Calculators and tools that may be on the Site provide you with ESTIMATES that may be different than actual amounts.

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND ANY CONTENTS, MATERIALS OR INFORMATION PROVIDED ON THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MSB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MSB MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED; NOR DOES MSB MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE. MSB DISCLAIMS ANY WARRANTY THAT THE SITE (OR ANY INFORMATION OR SOFTWARE CONTAINED THEREIN) IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. MSB MAKES NO WARRANTY REGARDING ANY SERVICES OBTAINED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. MSB ASSUMES NO RESPONSIBILITY FOR THE DELETION OR FAILURE TO STORE ANY DATA OR OTHER INFORMATION PROVIDED BY YOU ON THE SITE.

NOTWITHSTANDING THE FOREGOING, BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY TO THE FULL EXTENT DESCRIBED ABOVE, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU. IF THESE LIMITATIONS OR EXCLUSIONS ARE HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THE MAXIMUM COLLECTIVE LIABILITY OF MSB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED \$500. IN NO EVENT SHALL MSB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES GREATER THAN THE AMOUNT REFERRED TO ABOVE.

12. Indemnification

You agree to indemnify, defend, and hold harmless MSB, its directors, officers, employees, and agents from and against all losses, expenses, damages, and costs, including attorney fees, arising out of or relating to use of the Site by you, any other person accessing the Site using your username and password, any violation by you of these Terms, or from our termination of your access to or use of the Site. Such termination will not affect either party's rights or obligations, which accrued before the termination. The provisions of these Terms apply for the benefit of MSB and its officers, directors, employees, and agents. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

13. [Reserved]

14. Alternative Dispute Resolution

Arbitration. Any dispute, controversy, or claim between us arising out of or relating in any way to these Terms or the Site will be resolved by binding arbitration, rather than in court, except that you or we (1) may elect to assert claims in, or transfer claims to, small claims court if your or our claims qualify, and (2) bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders. The Federal Arbitration Act and federal arbitration law shall apply to this arbitration agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). At least 30 days before beginning an arbitration proceeding, you must send an individualized letter personally signed by you, and identifying yourself by name and address, detailing your legal claims, the requested relief and requesting arbitration to Chief Legal Officer, 13865 Sunrise Valley Drive, Herndon, Virginia 20171 by certified mail, Federal Express, UPS or USPS express mail (signature required). We will do the same; except in the event that we do not have a physical address on file for you, by electronic mail to the last known address. Within 30 days of such notice, either party may respond to the letter with a request for an informal dispute resolution conference between the parties by video, with counsel present if the party is represented, and the parties agree to so conduct such conference personally and individually in good faith before initiating arbitration. All applicable claims or filing limitations period shall be tolled during the pendency of this pre-arbitration notice period. The arbitration will be conducted by JAMS under its applicable rules unless otherwise stated herein. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You and we also agree to delegate the issue of arbitrability to a court of competent jurisdiction, rather than to the arbitrator. If you are a prevailing party, you may seek reimbursement of your fees and costs. However, we may seek our attorney's fees and costs if the arbitrator finds your claims to be frivolous or brought for an improper purpose or otherwise not satisfying Federal Rule of Civil Procedure 11. There will be only one arbitrator, not a panel, unless the parties agree otherwise. You and we also agree that, if more than one dispute arises against a party regarding the same or substantially similar issues filed by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period, our respective claim(s) will be arbitrated in a coordinated fashion such that JAMS shall (1) administer the arbitration demands together; (2) appoint one arbitrator for the coordinated demands (unless the parties agree otherwise); and (3) issue one set of filing and administrative fees due per side, one procedural calendar, and one hearing (if any) in a place to be determined by the arbitrator. To the extent the parties disagree on the application of the provisions of this paragraph, the disagreeing party shall advise JAMS, and JAMS shall appoint a sole standing arbitrator to determine the applicability of this paragraph and process. The Administrative Arbitrator's fees shall be paid by us. This arbitration agreement will survive termination of the agreement.

Enforceability. If this arbitration agreement is invalidated in whole or in part, by either a court or by JAMS (or another chosen arbitral forum), then the entire arbitration agreement shall be null and void and either party may elect to proceed with the dispute in court. The parties agree that the exclusive jurisdiction in Section 15 ("Miscellaneous") shall govern the claim.

Jury Trial and Small Claims Court. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights, including with respect to temporary restraining orders.

Class Action Waiver. Regardless of arbitrability, we each agree that any dispute resolution proceedings or lawsuits, whether in arbitration or in a court of law, will be conducted only on an individual basis and not in a class, or representative action. Therefore, you waive all rights to bring claims on behalf of a class of persons; however, you may still bring an individual claim for public injunctive relief and in small claims court. Nothing in this provision, however, should operate to prevent the parties from settling claims on a class-wide basis or otherwise coordinating claims filed in arbitration.

15. Miscellaneous

You represent and warrant that you possess the legal right and ability to enter into these Terms and to use the Site in accordance with these Terms. You represent and warrant that you shall comply with all laws and regulations that apply to your access and use of the Site, including any applicable national laws that prohibit the export or transmission of technical data or software to certain territories or jurisdictions. MSB reserves the right to seek all remedies available at law and in equity for violations of these Terms, including the right to remove your account and any contents generated by you on the Site, to block your access to the Site, or to block IP addresses. These Terms shall be governed in all respects by the substantive laws of the Commonwealth of Virginia, without regard to its provisions relating to conflict of laws. You and MSB agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within Fairfax County, Virginia to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms and the Site (and any non-contractual disputes and/or claims relating to or arising in connection with it) and that is not subject to mandatory arbitration under Section 14 ("Alternative Dispute Resolution") above. The failure of MSB to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute, regulation, or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16.[Reserved]