

Synchrony Business Solutions Terms and Conditions

PURCHASER ("PURCHASER" OR "YOU") IS A RETAILER, DEALER, MERCHANT OR PROVIDER THAT IS A PARTY TO AN AGREEMENT WITH SYNCHRONY BANK ("BANK") REGARDING THE PROVISION OF CONSUMER FINANCING TO ITS CUSTOMERS (EACH A "BUSINESS AGREEMENT"). PURCHASER HAS REGISTERED ON BANK'S SYNCHRONY BUSINESS SOLUTIONS PLATFORM ("SBS PLATFORM") THROUGH BANK'S ONLINE BUSINESS CENTER ("BANK PORTAL"). BANK IS OFFERING AND PURCHASER DESIRES TO PURCHASE THE SERVICES (THE "SERVICES") DESCRIBED BELOW SOLELY FOR COMMERCIAL PURPOSES. SUCH SERVICES ARE CONTRACTED FOR BY BANK OR ITS AFFILIATES, AND PROVIDED BY THIRD PARTY PARTNERS AND LICENSORS.

BY CLICKING THE CHECK BOX ON THE SBS PLATFORM LABELED

"Click here to indicate that you have read, acknowledge, consent, and agree to the terms and conditions, including its automatic renewal feature, and agree to purchase the Services. Selecting Submit constitutes your electronic signature.

You will be automatically charged \$50 for each unique purchaser location that is provided access to the Services on a monthly basis after a three-month trial period. Charges will either be deducted from settlement or invoiced separately and will continue monthly unless you cancel the Services in advance of the next month's charge. You can cancel at any time by clicking the box on SBS Platform labeled "Cancel Services Now".

PURCHASER AGREES TO PURCHASE THE SERVICES ON THE TERMS AND CONDITIONS SET FORTH BELOW. SUCH AFFIRMATIVE ACT WILL HAVE THE SAME LEGAL FORCE, EFFECT, VALIDITY AND ENFORCEABILITY AS IF PURCHASER AFFIXED A WRITTEN SIGNATURE TO THE ELECTRONIC RECORD, AND SUCH ELECTRONIC SIGNATURE AND ELECTRONIC RECORD SHALL BE DEEMED TO SATISFY THE WRITING AND DELIVERY REQUIREMENTS OF ANY APPLICABLE LAW. PURCHASER AGREES NOT TO CONTEST THE ADMISSIBILITY, LEGAL EFFECT, VALIDITY OR ENFORCEABILITY OF SUCH ELECTRONIC SIGNATURES IN ANY PROCEEDING ARISING OUT OF USE OF THE BANK PORTAL OR THE SERVICES.

IF THE INDIVIDUAL SELECTING THE SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "PURCHASER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT SELECT OR USE THE SERVICES.

1. Detailed Description of Services: The Services are as follows:

- a. **Digital Performance Tool by Similarweb.** The tool enables Purchaser to monitor Purchaser's digital performance and benchmark against competitors. Similarweb estimates the total amount of traffic to apps and websites. Purchaser can see top traffic sources broken down into major categories, including referring sites, social traffic, and top search keywords. A minimum threshold of 5,000 monthly visitors is required for Purchaser to obtain the necessary reporting and benchmarking insights.
- b. **Reputation and Brand Management Tool by Chatmeter.** The tool analyzes Purchaser's customer reviews, social media mentions, and other data to help Purchaser manage their brand reputation and helps build trust with customers. Purchaser can use Chatmeter to respond to reviews, track star ratings, and see how their reputation compares to competitors.
- c. **Finance and Risk Tool by Moody's.** The tool provides information to enable Purchaser to better understand US macroeconomic conditions and plan business operations accordingly.

Moody's provides economic data and forecasts and evaluates shocks and differing economic assumptions for risk management and planning.

2. **Term and Cancellation.** THE INITIAL TERM OF THE SERVICES SHALL BE THREE (3) MONTHS (THE "INITIAL TERM"). FOLLOWING THE EXPIRATION OF THE INITIAL TERM, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW ON A MONTHLY BASIS (EACH A "RENEWAL TERM") UNTIL YOU CANCEL. YOU CAN CANCEL THE INITIAL TERM OR ANY RENEWAL TERM AT ANY TIME BY CLICKING THE BOX ON SBS PLATFORM LABELED "CANCEL SERVICES NOW". BANK MAY TERMINATE THE INITIAL TERM OR ANY RENEWAL TERMS AT ANY TIME OF UPON NOTICE TO PURCHASER. CANCELTION BY EITHER PARTY SHALL BE EFFECTIVE AT THE END OF THE MONTH IN WHICH THE CANCELLATION IS GIVEN AND NO PARTIAL REFUNDS WILL BE GRANTED.
3. **Fees and Payment.** DURING THE INITIAL TERM, PURCHASER AGREES TO PAY, FOR EACH UNIQUE PURCHASER LOCATION THAT IS PROVIDED ACCESS TO THE SERVICES, ZERO DOLLARS (\$0). DURING ANY RENEWAL TERM, PURCHASER AGREES TO PAY, FOR EACH UNIQUE PURCHASER LOCATION THAT IS PROVIDED ACCESS TO THE SERVICES, FIFTY (\$50) DOLLARS EACH MONTH UNTIL PURCHASER CANCELS. Purchaser agrees that Bank may deduct any fees owed hereunder by Purchaser from any amounts that Bank owes Purchaser under any Business Agreement, including any daily settlement. Alternatively, Bank may invoice Purchaser for any fees due, and Purchaser shall pay such invoice within 30 days of receipt. Purchaser shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Purchaser hereunder. The applicable tax jurisdiction shall be determined based upon the address provided by Purchaser during the registration process.
4. **Provision of Services.** Purchaser agrees that its purchase of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Bank or its third party partners or licensors regarding future functionality or features. Bank will use commercially reasonable efforts to make the Services available on SBS Platform 24 hours a day, 7 days a week, except for: (i) planned downtime, and (ii) any unavailability caused by circumstances beyond Bank's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, internet service provider failure or delay, or denial of service attack.
5. **Proprietary Notice; Restrictions on Use.** All Services are provided solely for Purchaser's internal commercial use and shall not be redistributed to third parties or used any Purchaser for the benefit of any third party. All Services are furnished to Purchaser pursuant to these Terms and Conditions. All Services are proprietary to Bank, its affiliates and/or third party partners and licensors. All Services are provided at Purchaser's request and for Purchaser's exclusive commercial use. No Service so furnished may be copied or otherwise reproduced, repackaged, further transmitted, transferred, disseminated, distributed, redistributed, sold, resold, leased, rented, licensed, sublicensed, altered, modified, adapted, or stored for subsequent use for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, by Purchaser or any other person or entity. Purchaser shall not modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, disassemble, reverse engineer, or decompile a Service, build a product or service using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of any Service.
6. **Confidentiality.** From time to time, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach hereof; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and

was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations hereunder; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's affiliates and its or their employees, officers, agents, subcontractors, attorneys, accountants, and financial advisors group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations hereunder or to Receiving Party's regulator in the regular course of regulatory review. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, to the extent permitted by law, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

7. **No Warranties; Limitation on Liability; Liability Cap.** All Services furnished are obtained by Bank from sources believed by it to be accurate and reliable. However, because of the possibility of human and mechanical error as well as other factors, all Services are provided "AS IS" without warranty of any kind, and BANK (AND BANK'S PARTNERS AND LICENSORS), IN PARTICULAR, EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SERVICE, EXPRESS OR IMPLIED, AND WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, OR THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, (B) THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF BANK HAS BEEN INFORMED OF SUCH PURPOSE; AND (C) ANY WARRANTIES ARISING BY IMPLICATION OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. To the extent permitted by law, under no circumstance shall Bank (or Bank's partners or Licensors) have any liability to Purchaser or any other person or entity for (a) any loss, damage or other injury in whole or in part caused by, resulting from or relating to, any error (negligent or otherwise), or any other circumstance or contingency within or outside the control of Bank or any of its directors, officers, employees or agents, or partners or Licensors, in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any Service, or (b) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR COMPENSATORY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), EVEN IF BANK SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, IN EITHER CASE CAUSED BY, RESULTING FROM OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY SERVICE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE TOTAL LIABILITY OF BANK OR BANK'S LICENSORS IN THE AGGREGATE TO PURCHASER ARISING FROM THIS AGREEMENT (BASED ON ANY CAUSE OF ACTION WHATSOEVER) EXCEED THE FEES ACTUALLY PAID BY PURCHASER TO BANK WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE RELEVANT CLAIM ACCRUED.
8. **Entire Agreement.** The terms and conditions herein, together with any terms on Bank Portal collectively constitutes the sole and entire agreement of the Parties with respect to the services, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that these terms and conditions are separate and independent from any other agreement between the Parties.

9. **Notices.** Bank shall provide notice to Purchaser by email to the address provided by Purchaser during the registration process. Purchaser shall provide notice to Bank via the channels provided to Purchaser via the Bank Portal's HELP (Contact Us) section. Purchaser can also provide notice to the Bank by email to the address sbs_support@syf.com.
10. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
11. **Amendments.** Except as otherwise prohibited by applicable law, Bank reserves the right to modify and amend the Services and these Terms and Conditions in its sole discretion. As applicable, Bank will notify you of any material amendments to these Terms and Conditions at least seven (7) days in advance of the amendment's effective date.
12. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. **Assignment.** Purchaser shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Bank. Any purported assignment or delegation in violation hereof shall be null and void. No assignment or delegation shall relieve Purchaser of any of its obligations under this Agreement. Bank may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Bank's assets without Purchaser's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
14. **No Third-Party Beneficiaries.** Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
15. **Compliance with Applicable Law.** Notwithstanding anything in this Agreement, under no circumstances shall any Party be required to perform any obligation hereunder or to refrain from taking any action that would cause such Party or the delivery or acceptance of Services to violate applicable law.
16. **Dispute Resolution.** The parties will arbitrate any dispute, claim or controversy arising from or related to this Agreement or the Services, except that neither Purchaser nor Bank is required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Each Party will notify the other party of any dispute within 30 days of when it arises and will attempt informal resolution before any demand for arbitration. Arbitration will be conducted confidentially by a single arbitrator in New York, New York in accordance with the rules of the American Arbitration Association (or its successor).
17. **Governing Law and Choice of Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of New York and the United States without regard to its conflict of laws principles that would require the application of the laws of another jurisdiction. If a party initiates any proceeding regarding this Agreement, the prevailing party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this Agreement. The state or federal court in New York County, New York will have exclusive jurisdiction over any suit related to this

Agreement that is not subject to arbitration, and the parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

18. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT FORMED BY THE SELECTIONS MADE BY PURCHASER ON BANK PORTAL AND THESE TERMS AND CONDITIONS, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE SELECTIONS MADE BY PURCHASER ON BUSINESS CENTER AND THESE TERMS AND CONDITIONS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

19. Force Majeure. The Bank shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Bank including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

ADDITIONAL MOODY'S TERMS AND CONDITIONS.

PURCHASER AGREES THAT THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO ANY SERVICES PROVIDED BY MOODY'S CORPORATION, MOODY'S INVESTOR SERVICES, INC., MOODY'S ANALYTICAL SERVICES OR RELATED COMPANIES:

1. CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBTLIKE SECURITIES, AND CREDIT RATINGS AND RESEARCH PUBLICATIONS PUBLISHED BY MOODY'S ("MOODY'S PUBLICATIONS") MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE. Moody's Agreement No. 00260064.0 12 MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS FOR RETAIL INVESTORS TO CONSIDER MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS IN MAKING ANY INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

2. Moody's Rights to Data. Purchaser agrees and acknowledges that the Moody's Service is and shall remain the valuable intellectual property owned by, or licensed to, Moody's Analytics, Inc., ("Moody's") and that no proprietary rights are being transferred to Purchaser in such materials or in any of the information contained therein. Purchaser agrees that misappropriation or misuse of such materials shall cause serious damage to Moody's and that in such event money damages may not constitute sufficient compensation to Moody's; consequently, Purchaser agrees that in the event of any misappropriation or misuse, Moody's shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which Moody's may be entitled.

3. Securities Disclosures Moody's Investors Services, Inc. ("MIS"), a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MIS have, prior to assignment of any rating, agreed to pay to MIS for the rating opinions and services rendered by it fees ranging from \$1,000 to approximately \$2,700,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. MCO annually publishes on its website at www.moody's.com disclosures regarding certain affiliations

that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than five percent (5%). Although certain of the products licensed hereunder are designed to predict what an MIS rating would be based on certain assumptions, financial and portfolio data and/or other variable inputs, the output from such products may or may not reflect a MIS rating actually assigned to such security or issuer, whether or not any of the assumptions or other data are correct, or the ultimate events related thereto differ materially from the factors used as inputs to such products. Nothing in this Agreement will compel MIS to assign, as a result of any Service, a particular rating or any revision thereof to the Purchaser or any securities, debt or other instruments. Purchaser understands that MIS may at any time refuse to issue any rating, or, if already issued, revise or withdraw such rating. Purchaser further agrees not to represent, imply or otherwise suggest that any output from such products constitutes or affects an MIS rating, rating action, or opinion." Purchaser expressly agrees, on behalf of itself and each other person or entity that it permits to use any Information ("User"), that (a) the credit ratings and other opinions, and valuations, quotes, statistical, quantitative or other information contained in the Service are, and will be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, hold or sell any securities, (b) the Service will be weighed solely as one factor in any investment decision made by or on behalf of Purchaser or any User, and (c) it will accordingly make its own study and evaluation of each security, and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling. Purchaser agrees, on behalf of itself and each User, that (i) none of the credit ratings and other opinions, and valuations, quotes, statistical, quantitative or other information contained in the Service, or any statements or disclosures by Moody's to Purchaser or a User regarding the foregoing, shall create any duty of care on the part of Moody's or any Moody's Affiliate to Purchaser, (ii) neither Moody's nor any Moody's Affiliate is acting as a financial adviser to Purchaser, and (iii) none of the credit ratings and other opinions, and valuations, quotes statistical, quantitative or other information contained in the Service (whether in oral or written form) or statements or other communications supplied by Moody's or any of its employees, representatives or agents shall constitute a representation or a warranty, or the provision of investment advice.

4. Not a Real-Time Service Purchaser acknowledges and understands that the Moody's Ratings Delivery Service is not a real-time service, and that it may not reflect the most recent changes to ratings and other information published by Moody's Investors Service ("MIS"), until MIS completes its regularly scheduled updates to the service. Users of this service must refer to the official MIS press release announcements of ratings and related changes available on its website to receive up to date information.