

## ENVESTNET YODLEE BANK FEEDS TERMS AND CONDITIONS

*Your use of automated bank account feeds enabled by the Yodlee, Inc. ("Yodlee") data gathering service ("Yodlee Service") from within Microsoft Dynamics 365 for Financials is subject to the following terms and conditions. You are advised to ensure that you check your bank's Internet banking terms and conditions to ensure you can use bank feeds with your specific online account. These terms should be read in conjunction with your bank's Internet banking terms and conditions.*

**Please note: As this service is available in Quebec, Canada, some of the terms (Disclaimer of Warranties (Section 5), Limitation of Liability (Section 6), and Indemnification (Section 7)) are provided in French at the end of these terms and conditions.**

- 1. Provide Accurate Information.** You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- 2. Proprietary Rights.** You are permitted to use information, data, or other materials delivered to you through the Yodlee Service only on Microsoft Dynamics 365 for Financials. You may not copy, reproduce, distribute, or create derivative works from this information, data, or other materials. Further, you agree not to reverse engineer or reverse compile any of the Yodlee Service technology, including but not limited to, any Java applets associated with the Yodlee Service.
- 3. Content You Provide.** You are licensing to Microsoft and its affiliates ("Microsoft") and Yodlee any data, passwords, or other information (collectively, "Content") you provide through or to the Yodlee Service. Microsoft and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Yodlee Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Microsoft and Yodlee may use the Content for the purposes set out above.
- 4. Third Party Accounts.** By using the Yodlee Service, you authorize Microsoft and Yodlee to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Microsoft and Yodlee a limited power of attorney, and you hereby appoint Microsoft and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person, only as required to provide you the Yodlee Service. YOU ACKNOWLEDGE AND AGREE THAT WHEN COMPANY OR YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, COMPANY AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Yodlee Service is not endorsed or sponsored by any third party account providers accessible through the Yodlee Service.
- 5. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:  
YOUR USE OF THE YODLEE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE YODLEE SERVICE IS AT YOUR SOLE RISK. THE YODLEE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND YODLEE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE YODLEE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE YODLEE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.  
COMPANY AND YODLEE MAKE NO WARRANTY THAT (i) THE YODLEE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE YODLEE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE YODLEE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE YODLEE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE YODLEE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR YODLEE THROUGH OR FROM THE YODLEE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**6. LIMITATION OF LIABILITY.** YOU AGREE THAT NEITHER COMPANY OR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMPANY OR YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE YODLEE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE YODLEE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE YODLEE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE YODLEE SERVICE.

**7. Indemnification.** You agree to protect and fully compensate Microsoft and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Yodlee Service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**8. Third Party Beneficiary.** You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to these terms and conditions.

.....

**S'il vous plaît noter: Comme ce service est disponible au Québec, au Canada, certains des termes (Exonération de garanties (article 5), limitation de la responsabilité (article 6), et l'indemnisation (article 7)) sont fournies en français à la fin de ceux-ci termes et conditions.**

**5. EXCLUSION DE GARANTIES.** VOUS COMPRENEZ ET ACCEPTEZ QUE: VOTRE UTILISATION DU SERVICE Yodlee ET TOUTES LES INFORMATIONS, PRODUITS ET AUTRES CONTENUS (Y COMPRIS CELLE DE TIERS) INCLUS DANS OU ACCESSIBLES PAR LE SERVICE Yodlee EST À VOS PROPRES RISQUES. LE SERVICE Yodlee EST FOURNI «TEL QUEL» ET «TELS QUE DISPONIBLES". SOCIÉTÉ ET Yodlee REJETTENT EXPRESSÉMENT TOUTE GARANTIE DE QUELQUE NATURE QUE LE SERVICE Yodlee ET TOUTES LES INFORMATIONS, PRODUITS ET AUTRES CONTENUS (Y COMPRIS CELLE DE TIERS) INCLUS DANS OU ACCESSIBLES PAR LE SERVICE Yodlee, EXPLICITE OU IMPLICITE, Y COMPRIS, MAIS SANS S'Y LIMITER LES GARANTIES DE QUALITÉ MARCHANDE, D'ADAPTATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON.

SOCIÉTÉ ET Yodlee NE DONNENT AUCUNE GARANTIE QUE (i) LE SERVICE Yodlee RÉPOND À VOS BESOINS, (ii) LE SERVICE Yodlee SERA ININTERROMPU, OPPORTUN, SÛR OU SANS ERREUR, (iii) LES RESULTATS QUI PEUVENT ETRE OBTENUS PAR L'UTILISATION DE LE SERVICE Yodlee SERA EXACTE OU FIABLE, (iv) LA QUALITÉ DES PRODUITS, SERVICES, INFORMATIONS OU AUTRE MATÉRIEL ACHETÉ OU OBTENU PAR VOUS PAR LE SERVICE Yodlee RÉPONDRA À VOS ATTENTES, OU (V) TOUTE ERREUR DANS LA TECHNOLOGIE SERA CORRIGÉ.

TOUT MATÉRIEL TÉLÉCHARGÉ OU AUTREMENT OBTENU PAR L'UTILISATION DU SERVICE Yodlee SE FAIT À VOS PROPRES RISQUES ET PERILS ET VOUS ÊTES SEUL RESPONSABLE DE TOUT DOMMAGE À VOTRE SYSTÈME INFORMATIQUE OU PERTE DE DONNÉES RÉSULTANT DU TÉLÉCHARGEMENT D'UN TEL MATÉRIEL. AUCUN AVIS OU INFORMATION, ORAL OU ÉCRIT, OBTENU PAR VOUS DE LA SOCIÉTÉ OU Yodlee PAR LE BIAIS DU SERVICE Yodlee NE CONSTITUE UNE GARANTIE NON EXPRESSEMENT PREVUES DANS CES CONDITIONS.

**6. LIMITATION DE RESPONSABILITE.** VOUS ACCEPTEZ QUE NI LA SOCIÉTÉ OU Yodlee NI LEURS FILIALES, FOURNISSEURS DE COMPTE OU LEURS FILIALES SERONT TENUS RESPONSABLES DE TOUT HARMES, QUI AVOCATS ET TRIBUNAUX SOUVENT APPEL DIRECT, INDIRECTS, SPÉCIAUX, ACCESSOIRES OU INDIRECTS, Y COMPRIS, MAIS NON LIMITÉE, LES DOMMAGES POUR PERTE DE PROFITS, DE CLIENTELE, DE DONNEES OU AUTRES PERTES INTANGIBLES, MÊME SI LA SOCIÉTÉ OU Yodlee A ÉTÉ AVERTI DE LA POSSIBILITÉ DE TELS DOMMAGES, RÉSULTANT DE: (i) L'UTILISATION OU L'INCAPACITE D'UTILISER LE SERVICE Yodlee ; (ii) le coût d'obtention BIENS ET SERVICES DE SUBSTITUTION, (iii) PRODUITS, DONNÉES, INFORMATIONS OU SERVICES ACHETÉ OU OBTENU OU DE MESSAGES REÇUS OU DE TRANSACTIONS CONCLU, PAR LE BIAIS DU SERVICE Yodlee; (iv) ACCÈS NON AUTORISÉ OU LA MODIFICATION DE VOS TRANSMISSIONS OU DONNÉES; (v) DÉCLARATIONS OU CONDUITE DE TOUTE PERSONNE SUR LE SERVICE Yodlee; (vi) L'UTILISATION, L'INCAPACITE D'UTILISER, UTILISATION NON AUTORISÉE, OU NON-PERFORMANCE D'UN TIERS COMPTE FOURNISSEUR SITE, MÊME SI LE FOURNISSEUR A ETE INFORME DÉJÀ DE LA POSSIBILITÉ DE TELS DOMMAGES; OU (vii) TOUTE AUTRE QUESTION RELATIVE AU SERVICE Yodlee.

**7. Indemnisation.** Vous vous engagez à protéger et entièrement compenser Microsoft et Yodlee et leurs sociétés affiliées de toute réclamation par des tiers, responsabilité, dommages, dépenses et coûts (y compris, mais sans s'y limiter les frais de, avocat raisonnables) causés par ou résultant de votre utilisation de l'Yodlee service, votre violation de ces termes ou de votre infraction ou violation par tout autre utilisateur de votre compte, de toute propriété intellectuelle ou autre droit de toute personne.