

Oroeco Terms of Use Agreement

Date Last Revised: January 31, 2013

This Agreement sets forth the terms and conditions that apply to your access and use of the Internet web site located at www.oroeco.com ("Oroeco.com"), as owned and operated by Oroeco Inc., a Delaware corporation, on behalf of those of its direct or indirect subsidiaries and/or affiliates, (collectively referred to as "Oroeco"). By using Oroeco.com you agree to be bound by the terms and conditions of this Agreement and Oroeco's Privacy Policy, as they may be amended from time to time in the future (see "Modifications" below).

Accepting the Terms

These terms and conditions (the "Terms") govern your access to and use of the information, tools, features and functionality located on Oroeco.com and associated services or applications that link to or reference these Terms (together the "Service"). By accessing or using the Service, you are agreeing to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Oroeco.com website) or you are a "Member" (which means that you have registered with Oroeco.com). The term "you" or "User" refers to a Visitor or a Member. The term "we" refers to Oroeco. If you wish to become a Member, communicate with other Members and make use of the Service, you must read this Agreement and indicate your acceptance during the Registration process.

You may not use the Service and you may not accept this Agreement if you are not of a legal age to form a binding contract with Oroeco.

If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

Privacy and your Personal Information

For information about Oroeco's data protection practices, please read Oroeco's Privacy Policy, which is hereby incorporated into this Agreement. This policy explains how Oroeco treats your personal information when you access Oroeco.com and use the Service. The policy may be updated from time to time at our discretion. Changes will be effective upon posting to the site.

Description of the Service

The Service is an information management service that allows Members to consolidate and interact with personal spending and/or investment information. Based on such information, the Service may also present information to you relating to third party products or services.

The Service is meant as an aid to assist you in organizing and managing your personal spending decisions. Oroeco reserves the right to charge a fee for access to additional information and/or features beyond those provided with the basic Service.

Account Information from Third Party Sites

With the Service, Members may direct Oroeco to retrieve their own information maintained online by third-party institutions including websites or applications (“Third Party Sites”) with which they have customer relationships, maintain accounts or engage in financial transactions (“Account Information”). Oroeco accesses one or more third party service to access this Account Information. Oroeco makes no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement. Oroeco is not responsible for the products and services offered by or on Third Party Sites.

You agree that we are not responsible for the availability or content of Third Party Sites. Your use of Third Party Sites is at your own risk.

Oroeco cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Oroeco cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

Your Registration Information

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Service. You agree and understand that you are responsible for maintaining the confidentiality of your account password, your Login ID, or other contact information provided by you (together “Registration Information”) and the confidentiality of login information used for authentication through third party sites (such as Facebook), which together or separately allow you to access the Service (together “Account Credentials”).

By providing us with your email address, you agree to receive all required notices electronically, to that email address. It is your responsibility to update or change that

address, as appropriate.

If you become aware of any unauthorized use of your Registration Information, you agree to notify Oroeco immediately at the email address help@oroeco.com.

Your Use of the Service

Your right to access and use Oroeco.com and the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use Oroeco.com for lawful purposes. Your account is for your personal, non-commercial use only.

Accurate records enable Oroeco to provide the Service to you. You must provide true, accurate, current and complete information about your accounts maintained at other web sites, and you may not misrepresent your Registration Information. You may not impersonate someone else (e.g. adopt the identity of a celebrity or your neighbor), create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, please note that others may still be able to identify you if, for example, you use the same information on other sites or allow other sites to share information about you with Oroeco.

In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected.

Your access and use of Oroeco.com may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of Oroeco.com or other actions that Oroeco, in its sole discretion, may elect to take.

Online and Mobile Communications

By creating an account, you agree to receive certain communications in connection with the Service. Oroeco may from time to time provide automatic and voluntary account-related communications. Automatic communications may be sent to you following certain changes made online to your Oroeco account, such as a change in your Registration Information.

Voluntary account alerts may be turned on by default as part of the Service. Voluntary alerts may then be customized, deactivated or reactivated by you. Voluntary alerts may include your spending or investment history. Oroeco may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion.

Electronic alerts will be sent to the email address or other contact information you have provided during registration as your contact information for Oroeco.com. If your contact information changes, you are responsible for informing us of that change.

Rights You Grant to Us

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to Oroeco through the Service, you license that content to Oroeco solely for the purpose of providing the Service. Oroeco may use and store the content, but only to provide the Service to you. By submitting this content to Oroeco, you represent that you are entitled to submit it to Oroeco for use for this purpose, without any obligation by Oroeco to pay any fees or other limitations.

By using the Service, you expressly authorize Oroeco to access your Account Information maintained by Third Party Sites, on your behalf as your agent. When you add accounts to the Service, you will be accessing the website for the identified Third Party Site. Oroeco will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit Oroeco to use and store information submitted by you to the Service (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the Third Party Sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Service, you grant Oroeco a limited power of attorney, and appoint Oroeco as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN OROECO IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, OROECO IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the Service is not necessarily sponsored or endorsed by any third parties accessible through the Service.

Oroeco's Intellectual Property Rights

The contents of Oroeco.com, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software, computer code, products, and all other elements and components of the Service are protected under both United States and other applicable copyright, trademark patent, and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any Oroeco content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied right, and all rights in or to the Service are retained by us.

Access and Interference

You agree that you will not:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor Oroeco.com or any portion of Oroeco.com, including any data held by Oroeco, without Oroeco's express written consent, which may be withheld in Oroeco's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search Oroeco.com, other than the search engines and search agents available through the Service and other than generally available third-party web browsers;
- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of Oroeco.com or the Service;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of Oroeco.com or the Service;
- Record, process, or mine information about other users;
- Attempt to gain unauthorized access to the Service, user accounts, computer systems or networks connected to the Service through hacking or any other means;
- Use any device, software, or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the service;
- Remove, circumvent, disable, damage, or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use of copying of the Service, or features that enforce limitations on the use of the Service.
- Solicit personal information from minors, or submit or transmit pornography; or
- Violate any applicable law.

Rules for Posting

As part of the Service, Oroeco allows Members to post content on forums, blogs, and at various other publicly available locations on Oroeco.com. These forums may be hosted by Oroeco or by one of our third party service providers on Oroeco's behalf. You agree in posting content to follow certain rules.

You are responsible for all content you submit to Oroeco.com.

By submitting content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify,

display, and perform all or any portion of the content in connection with Oroeco.com and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your posted content through Oroeco.com, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of Oroeco.com and under this Agreement.

You may not post or transmit any message which is libelous or defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.

You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.

You may not interfere with other Users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of Oroeco.com, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.

Except where expressly permitted, you may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.

You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of Oroeco.com that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us.

You may not copy or use personal identifying or business contact information about other Users without their permission. Unsolicited emails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through the Service are prohibited.

You agree that we may use any feedback, suggestions, or ideas you post in any way, including in future modifications of the Service, other products or services, advertising or

marketing materials. You grant us a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to us in any way.

Disclaimer of Representations and Warranties

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OROECO.COM OR PROVIDED THROUGH THE SERVICE (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. OROECO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF OROECO.COM OR OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

OROECO MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON OROECO.COM OR OF THE SERVICE (WHETHER OR NOT SPONSORED), AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. OROECO MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

Limitations on Oroeco’s Liability

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE OROECO AND THE SERVICE TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- 1) THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS

UNDERSTANDING THAT THE OROECO MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. OROECO MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, OROECO IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS, METRICS OR REVIEW FILTER FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.

2) OROECO MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, OROECO IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.

3) THE OROECO ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE OROECO ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

4) YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.

5) OROECO'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

6) OROECO DISCLAIMS LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

Your Indemnification of Oroeco

You agree to defend, indemnify and hold harmless Oroeco and its officers, directors, shareholders, employees, agents, affiliates, representatives, and any related companies, from and against all costs, claims and expenses, including but not limited to attorneys fees, in whole or in part arising out of or attributable to (i) your access to or use of the Service, (ii) you violation of the Terms, (iii) any products or services obtained by you in any connection with the Service, (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Oroeco reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Oroeco. Oroeco will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Ending your relationship with Oroeco

This Agreement will continue to apply until terminated by either you or Oroeco as set out below. You may terminate the Terms at any time by closing you account, discontinuing your use of the Service, and providing Oroeco with a notice of termination. For assistance terminating your account contact help@oroeco.com

We may close your account, suspend your ability to use certain portions of the Service, and/or ban you entirely from the Service for any or no reason, and without notice or liability of any kind. Such action could prevent you from accessing your account, the Service, or any related information.

Modifications

Oroeco may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Oroeco.com site. In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

Governing Law and Forum for Disputes

California law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Oroeco (a "Claim"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA.

You also acknowledge and understand that, with respect to any dispute with Oroeco, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and
YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if Oroeco does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Oroeco has the benefit of under any applicable law), this will not be taken to be a formal waiver of Oroeco's rights and that those rights or remedies will still be available to Oroeco.

All covenants, agreements, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and Oroeco regarding the subject matter of the same, and supersedes all other previous agreements.