

## **BETA AGREEMENT (“AGREEMENT”)**

**Purpose: We are glad you’re here! Companies do “beta testing” to see if a product or service works and how it can be improved. Your feedback is very valuable to us, and we appreciate your help!**

THIS AGREEMENT IS A LEGAL AGREEMENT CONCERNING YOUR USE OF THE SOFTWARE, CONSUMER DEPOSIT ACCOUNTS, DEBIT CARD AND PREPAID CARD (COLLECTIVELY, THE “BETA SERVICES”) BETWEEN YOU AND GEN6 VENTURES, LLC TRADING AS MILLI BANK (“MILLI”). THIS AGREEMENT IS THE ONLY AGREEMENT BETWEEN YOU AND MILLI REGARDING THE BETA SERVICES. Additional terms and conditions from the applicable providers may govern some of the Beta Services. By clicking "Accept Terms" on this page, signing a copy of this Agreement, or using the Beta Services, you agree to be bound by the terms of this Agreement. If you do not agree with any term or condition, do not proceed with the Beta Services. When you agree to receive the Beta Services, your experience may be different than our standard account terms. Things like, the way you obtain service and access your funds will be done in the software application. The terms used for your available balance will also be different and may change as we work to enhance your experience. When you open an account and start using the Beta Services, you agree you will provide your name, physical address, date of birth, social security number and other information that will allow us or other Beta Service providers to identify you. You acknowledge that we may choose to use this information as part of a Customer Identification Program.

**Feedback: We want to hear from you! Please provide us with your feedback on the Beta Services – good, bad, and everything in between.**

You agree to provide Milli with suggestions, comments, complaints and feedback regarding the Beta Services (the "Feedback"). When you provide Feedback to Milli, you agree that Milli has perpetual, irrevocable rights: (i) to make, use, copy, modify, sell, distribute, and create derivative works of the Feedback as part of any technology, service, specification or other documentation; and (ii) to publicly perform or display, import, broadcast, transmit, distribute the Feedback. You agree that your Feedback is not subject to any license terms that would require Milli to comply with any additional obligations. Milli may contact you to gain additional Feedback.

**Ownership/Term: We own the Beta Services, but we want them to be used by YOU! This Agreement won’t last forever though.**

Milli and its affiliates or licensors own and retain all right, title and interest to the Beta Services, including all related intellectual property and proprietary rights therein. Milli owns and retains all right, title and interest in all software, documentation, questionnaires, methodologies, algorithms, logic, models, charts, reports and any other items used to deliver the Beta Services or made available to you through your use of the Beta Services. Your right to use the Beta Services can be terminated by either party at any time for any reason. Once terminated, the software component must be deleted from all installed devices, and you agree to close the consumer deposit account, debit card and prepaid card associated with the Beta Services.

**Warranties and Support: Since this is a test, we can’t guarantee that the Beta Services will work for any purpose in particular, or provide support.**

THE PRIMARY PURPOSE OF YOUR USE OF THE BETA SERVICES IS TO OBTAIN YOUR FEEDBACK ON PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU SHALL USE CAUTION AND NOT RELY EXCLUSIVELY ON THESE BETA SERVICES. THE BETA

SERVICES ARE PROVIDED "AS IS", AND MILLI DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. Without limiting the above, Milli expressly does not warrant that the Beta Services will meet your requirements or that operation of the Beta Services will be uninterrupted or error free. Please note that Milli has not put the Beta Services (or the vendors that are providing components of the Beta Services) through rigorous testing or due diligence, and Milli will not provide technical support under the terms of this Agreement, and Milli provides no assurance that any specific errors or discrepancies in the Beta Services will be corrected.

**MILLI's Liability to You/Governing Law: Milli will reimburse you if you are harmed by the Beta Services – this is how.**

MILLI WILL BE LIABLE TO YOU FOR DIRECT DAMAGES RESULTING FROM (i) MILLI'S OR ITS SUBCONTRACTORS' NEGLIGENCE OR MISCONDUCT; AND (ii) ANY BREACH OF ANY CONFIDENTIALITY INVOLVING YOUR PERSONAL INFORMATION SHARED WITH MILLI. MILLI WILL NOT BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

Milli will indemnify you and hold you harmless from and against any and all claims, losses, damages, costs and expenses (collectively referred to as "Claims"), including reasonable attorneys' fees incurred in responding to such Claims, that you may suffer or incur resulting from your use of the Beta Services. This Agreement is governed by the laws of the State of Nebraska without regard to its conflict of laws provisions.

**Confidential Information: Please keep the Beta Services quiet for now!**

During the term of this Agreement, Milli may disclose confidential information to you, which may include information concerning Milli's business and technology, the Beta Services (including the performance characteristics of the Beta Services), and the Feedback (collectively, "Confidential Information"). All Confidential Information will remain the property of Milli, and you will have no interest in or rights to such Confidential Information except as necessary to accomplish the purposes of this Agreement. You agree to maintain all Confidential Information in confidence, to not use or disclose any Confidential Information except as expressly permitted by this Agreement, and to take all reasonable precautions to prevent any unauthorized disclosure of such information.