VII. <u>Duration of User Agreement, Suspension of Services, and Waiver of Right to</u> Judicial Review

A. Duration and Termination of User Agreement

The effective date of this user agreement is the date upon which the Permitted Entity signs this user agreement. This user agreement will be in effect for a period of two (2) years from the effective date unless terminated or cancelled as follows:

- 1. SSA and the Permitted Entity may mutually agree in writing to terminate this user agreement, in which case the termination will be effective on the date specified in such termination agreement;
- 2. SSA terminates this user agreement upon determining, in its sole discretion that the Permitted Entity or any Financial Institution(s) it services has failed to comply with its responsibilities under this user agreement or the Banking Bill. This includes, without limitation, the Permitted Entity's obligation to make advance payment, requirement to collect Written Consent in accordance with this user agreement, and responsibilities under section III, Responsibilities, including failure to correct its non-compliance within 30 days of SSA's notice of such non-compliance;
- 3. This user agreement or the eCBSV service is prohibited by any applicable law or regulation, at which point this user agreement will be null and void as of the effective date specified in such law or regulation;
- 4. SSA terminates this user agreement and the eCBSV program due to a change of SSA's statutory requirements. In case of such cancellation of eCBSV program, SSA will provide all participants in the eCBSV program with advance written notice of SSA's decision;
- 5. If the Permitted Entity is dissolved as a corporate entity, at which point this user agreement and any related payments are no longer valid as of the date of dissolution. Any new corporate entity purporting to acquire the Permitted Entity's interest in this user agreement must sign a new user agreement and submit payment. The Permitted Entity's rights and obligations under this user agreement cannot be assigned to another entity whether through purchase, acquisition, or corporate reorganization.

SSA reserves the right to determine whether to issue refunds under this section. SSA will issue no refunds when SSA terminates the user agreement or the Permitted Entity is at fault.