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7. YOUR LIABILITIES. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS W&S FINANCIAL GROUP DISTRIBUTORS, ITS DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL LOSS, DAMAGE, LIABILITY, AND LEGAL FEES (INCLUDING, BUT NOT

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8. GENERAL. FAILURE OF W&S FINANCIAL GROUP DISTRIBUTORS TO ENFORCE ANY PROVISION OF THIS EULA SHALL NOT BE CONSTRUED AS A WAIVER OR LIMITATION OF W&S FINANCIAL GROUP DISTRIBUTORS' RIGHT TO SUBSEQUENTLY ENFORCE AND COMPEL STRICT COMPLIANCE WITH EVERY PROVISION OF THIS EULA. IF ANY TERM OR PROVISION OF THIS EULA IS INVALID OR UNENFORCEABLE TO ANY EXTENT, THE REMAINDER OF THIS EULA SHALL BE VALID AND ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS EULA IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS. YOU AND W&S FINANCIAL GROUP DISTRIBUTORS FURTHER AGREE THAT THE SOLE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING FROM OR RELATING TO THIS EULA IS AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN CINCINNATI, OHIO. NO ACTION REGARDLESS OF FORM ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE ACTION HAS ACCRUED. THIS EULA, TOGETHER WITH THE TERMS AND CONDITIONS OF ANY AGENT CONTRACT BETWEEN YOU AND W&S FINANCIAL GROUP DISTRIBUTORS, SETS FORTH THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO YOUR USE OF THE APPLICATION. YOU SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS IN YOUR USE OF THE APPLICATION. THIS APPLICATION IS NOT INTENDED TO BE USED, NOR CAN IT BE USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING U.S. FEDERAL, STATE, OR LOCAL TAX PENALTIES. THIS EULA AND ANY OF THE RIGHTS OR OBLIGATIONS HEREUNDER ARE NOT ASSIGNABLE WITHOUT W&S FINANCIAL GROUP DISTRIBUTORS' PRIOR WRITTEN PERMISSION. NO MODIFICATION OR ATTEMPTED MODIFICATION OF THIS AGREEMENT BY YOU SHALL BE BINDING ON W&S FINANCIAL GROUP DISTRIBUTORS UNLESS MADE IN WRITING AND PHYSICALLY SIGNED BY AN AUTHORIZED OFFICER OF W&S FINANCIAL GROUP DISTRIBUTORS. W&S FINANCIAL GROUP DISTRIBUTORS

MAY AMEND THIS AGREEMENT IN ANY WAY AT ANY TIME UPON NOTICE TO YOU. NOTICE MAY BE DELIVERED TO YOU BY ELECTRONIC MAIL, POSTING ON THE W&S FINANCIAL GROUP DISTRIBUTORS WEBSITE, OR BY PROVIDING YOU WITH A MODIFIED EULA VIA ANY UPDATE TO THIS APPLICATION. YOUR CONTINUED USE OF THE APPLICATION IS YOUR AGREEMENT TO THE TERMS OF ANY SUCH AMENDMENT(S). ALL RIGHTS AND BENEFITS GRANTED HEREUNDER TO W&S FINANCIAL GROUP DISTRIBUTORS, INCLUDING WITHOUT LIMITATION ANY DISCLAIMERS, LIMITATIONS ON LIABILITY AND INDEMNIFICATION AND HOLD HARMLESS RIGHTS, SHALL EXTEND TO AND MAY BE EXERCISED BY W&S FINANCIAL GROUP DISTRIBUTORS AS WELL AS ANY AND ALL OF W&S FINANCIAL GROUP DISTRIBUTORS' AFFILIATES, SUBSIDIARIES AND PARENT COMPANIES. SECTIONS 2, 3, 5, 6, 7, 8 AND 9 SHALL SURVIVE TERMINATION OF THIS EULA.

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