

Last Updated: 1/20/2026

Avannis Reporting Portal Terms of Use

These Terms of Use (these “**Terms**”) govern access to and use of the Avannis Reporting Portal (the “**Portal**”) provided by Avannis Inc. (“**Avannis**”) to financial institutions that have entered into an active written services agreement with Avannis (each, a “**Customer**” and such agreement, a “**Customer Agreement**”).

By accessing or using the Portal, you acknowledge and represent that: (i) you are authorized to access and use the Portal pursuant to a valid Customer Agreement; (ii) you have read, understand, and agree to be bound by these Terms; and (iii) if you are accessing the Portal on behalf of a Customer, you are duly authorized to accept these Terms on that Customer’s behalf.

These Terms supplement, and are subject to, the applicable Customer Agreement between Avannis and the Customer, including with respect to the commercial terms, service levels, payment obligations, warranties, and other contractual rights and responsibilities set forth therein. In the event of any conflict between these Terms and the Customer Agreement, the Customer Agreement shall prevail with respect to the subject matter of that conflict.

Avannis may modify or update these Terms from time to time. The “**Last Updated**” date at the top of this page indicates the effective date of the most recent revision. Continued use of the Portal after any update becomes effective constitutes acceptance of the revised Terms.

1. **Eligibility and Access.** Access to the Portal is limited to Customer’s personnel who are authorized by Customer to access and use the Portal pursuant to a Customer Agreement with Avannis (each, an “**Authorized User**”). Each Authorized User must be assigned unique login credentials that shall not be shared, transferred, or used by any person other than the designated Authorized User. Customer administrators are responsible for creating, managing, and disabling Authorized User accounts, maintaining accurate access permissions, and ensuring that only duly authorized personnel have access to the Portal. Customer shall ensure that all Authorized Users comply with these Terms and the applicable Customer Agreement. Without limiting the foregoing, Customer is solely responsible for: (i) maintaining the confidentiality and security of all login credentials issued to its Authorized Users; (ii) preventing unauthorized access to or use of the Portal through such credentials; and (iii) all activity conducted through such credentials, whether or not authorized by Customer. Avannis reserves the right to suspend or terminate access by any Customer or Authorized User if Avannis reasonably determines, in its sole discretion, that credentials have been compromised, access is being misused, or continued access would present a security, operational, or legal risk.

2. **License and Use Restrictions.**

(a) **Limited License.** Subject to these Terms and the applicable Customer Agreement, Avannis grants Customer a limited, revocable, non-exclusive, non-transferable right for its Authorized Users to access and use the Portal solely for Customer’s internal business purposes in connection with the services provided by Avannis under the Customer Agreement (the “**Services**”).

(b) **Use Restrictions.** Customer and its Authorized Users shall not access or use the Portal for any purpose beyond the scope expressly permitted under these Terms and the applicable Customer Agreement. Without limiting the foregoing, Customer and its Authorized Users shall not, directly or indirectly: (i) copy, modify, or create derivative works of the Portal or any Avannis IP (as defined in Section 88(a) below); (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Portal or any Avannis IP available to any third party, except as expressly permitted under the Customer Agreement; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to

derive or access any source code, underlying ideas, or algorithms of the Portal; (iv) use the Portal or any Avannis IP for competitive analysis or to design, build, or operate any product or service that competes with Avannis' offerings; (v) remove, alter, or obscure any proprietary, copyright, trademark, confidentiality, or other notices appearing on or in the Portal; (vi) use any automated means, including without limitation, robots, spiders, crawlers, scrapers, or data mining tools, to access or monitor any portion of the Portal or Avannis IP without Avannis' prior written consent; (vii) interfere with, disrupt, or attempt to interfere with or disrupt the normal operation, performance, or security of the Portal or the Services, including by engaging in any conduct that degrades system performance or impairs access for other users, such as excessive automated requests or API calls, data scraping, denial-of-service (DoS) or distributed denial-of-service (DDoS) attacks, or the introduction of malware or other harmful code; or (viii) use the Portal or any Avannis IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property, privacy, or other rights of any person, or that violates applicable law. Avannis reserves the right to monitor usage of the Portal and to suspend or terminate access by any Authorized User or Customer for any misuse, violation of these Terms, or conduct that Avannis reasonably determines, in its sole discretion, may threaten the integrity, security, or availability of the Portal, the Services, or any other Avannis IP.

3. **Customer Data.** Avannis will collect, process, and safeguard survey responses and other information that Avannis receives or processes on behalf of Customer through the Portal ("**Customer Data**") in accordance with these Terms and the applicable Customer Agreement. Customer remains solely responsible for the accuracy, quality, and legality of the Customer Data and for the means by which it is acquired. Customer represents and warrants that it has provided all notices and obtained all necessary consents to permit Avannis to process Customer Data as contemplated by these Terms and the Customer Agreement.

4. **Reports and Data Export.** Avannis may generate or make available reports, dashboards, benchmarks, analytics, or other materials through the Portal (collectively, "**Reports**") that may incorporate both Customer Data and Avannis IP. Subject to these Terms and the applicable Customer Agreement, Avannis grants Customer a limited, revocable, non-exclusive, non-transferable right for its Authorized Users to access, download, and use such Reports solely for Customer's internal business purposes in connection with the Services provided under the Customer Agreement. Customer shall not copy, reproduce, distribute, publish, disclose, or otherwise make any Reports, data, or underlying content available to any third party without Avannis' prior written consent, except as expressly permitted under the Customer Agreement. If Avannis permits Customer to download or export Reports or data, such export must comply with these Terms, the Customer Agreement, and all applicable laws. Customer is solely responsible for maintaining the confidentiality, security, and lawful use of all Reports and exported data, and for implementing appropriate safeguards to prevent unauthorized access, disclosure, or reuse.

5. **Confidentiality; Privacy and Security.**

(a) **Confidentiality.** All information made available by or on behalf of Avannis through the Portal constitutes confidential information of Avannis and/or of Customer, as applicable, under the Customer Agreement. Authorized Users must maintain the confidentiality of such information and use it solely for authorized internal business purposes consistent with these Terms and the Customer Agreement.

(b) **Privacy and Security.** Use of the Portal is subject to the privacy and security provisions of the applicable Customer Agreement.

6. **Portal Availability and Support.** Avannis will use commercially reasonable efforts to maintain the Portal as set forth in the applicable Customer Agreement.

7. **Fees and Payment.** Fees for access to or use of the Portal and Services shall be as set forth in the applicable Customer Agreement. All payments shall be made in accordance with the terms specified therein.

8. **Ownership.**

(a) **Avannis.** Avannis owns and retains all right, title, and interest in and to the Avannis IP, including all associated intellectual property rights. “**Avannis IP**” means the Portal, the Services, Aggregated Data (as defined in Section (d) below), the Reports (except with respect to any Customer Data incorporated therein), all methodologies, analytics, structures, and formats used to create or present the Reports, and any and all other materials, technology, or intellectual property provided or made available to Customer or any Authorized User in connection with the foregoing, including all related software, content, interfaces, designs, technology, documentation, and any data, analytics, or content derived from monitoring use of the Portal or Services. Except as expressly granted in these Terms or the applicable Customer Agreement, no rights or licenses are granted to Customer, and Avannis and its licensors expressly reserve all rights, title, and interest in and to the Avannis IP.

(b) **Third-Parties.** With respect to any third-party software, data, or materials made available through the Portal (“**Third-Party IP**”), the applicable third-party provider retains all right, title, and interest, including all intellectual property rights, in and to such Third-Party IP.

(c) **Customer.** As between Avannis and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer grants Avannis a non-exclusive, royalty-free license to reproduce, distribute, and otherwise use and process the Customer Data as necessary for Avannis to operate, maintain, and provide the Portal and Services and to perform its obligations under these Terms and the applicable Customer Agreement. Avannis may aggregate or de-identify Customer Data in a manner that does not identify Customer or any individual Authorized User, and may use such Aggregated Data in accordance with Section (d) below.

(d) **Aggregated Data.** Avannis may compile, analyze, and use aggregated or de-identified data derived from Customer Data and other clients’ data (“**Aggregated Data**”) for statistical, analytical, benchmarking, and industry research purposes. Aggregated Data will not identify Customer or any individual Authorized User. Avannis may use, publish, and disclose Aggregated Data in connection with its business operations, analytics, reports, benchmarking studies, publications, and service enhancements, provided such use complies with applicable law. All rights in Aggregated Data and the resulting analyses or reports shall be owned exclusively by Avannis.

(e) **Feedback.** If Customer or any Authorized User provides any suggestions, recommendations, or feedback regarding any Avannis IP (“**Feedback**”), Avannis is free to use such Feedback without restriction or obligation. Customer hereby assigns, and shall ensure that its Authorized Users assign, all right, title, and interest in and to such Feedback to Avannis.

9. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THE CUSTOMER AGREEMENT, THE PORTAL AND ALL AVANNIS IP ARE PROVIDED “AS IS” AND “AS AVAILABLE.” AVANNIS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AVANNIS DOES NOT WARRANT THAT THE PORTAL OR ANY AVANNIS IP WILL MEET CUSTOMER’S OR ANY AUTHORIZED

USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY SYSTEM, OR BE SECURE, ACCURATE, COMPLETE, OR ERROR-FREE.

10. **Indemnification.** Customer shall indemnify, defend (at Avannis' request), and hold harmless Avannis, its affiliates, officers, employees, partners, and agents from and against any losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's or any Authorized User's violation of these Terms.

11. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL AVANNIS BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, INCREASED COSTS, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS INTERRUPTION, OR COST OF REPLACEMENT GOODS OR SERVICES, EVEN IF AVANNIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT WILL AVANNIS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND THE CUSTOMER AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO AVANNIS UNDER THE APPLICABLE CUSTOMER AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. **Termination and Suspension**

(a) **Suspension and Termination.** Avannis may suspend or terminate Customer's or any Authorized User's access to the Portal or Services, in whole or in part, upon written notice to Customer, if Customer or such Authorized User breach these Terms or the Customer Agreement, or as reasonably necessary to protect the security, integrity, or availability of the Portal, Services, or Avannis IP. Avannis will use commercially reasonable efforts to minimize the duration and scope of any such suspension.

(b) **Effect of Termination or Expiration.** Upon termination or expiration of Customer's access to the Portal for any reason, including due to termination of the Customer Agreement: (i) all rights granted to Customer and its Authorized Users under these Terms shall immediately cease; (ii) Avannis may return, delete, de-identify, or anonymize Customer Data in accordance with the applicable Customer Agreement and these Terms; and (iii) Customer and its Authorized Users shall immediately discontinue use of the Portal and Avannis IP and, where applicable under the Customer Agreement, delete or return all copies of Avannis IP and other confidential information of Avannis' in Customer's possession or control, and certify such deletion or return upon Avannis' request.

(c) **Survival.** Sections 1, 55(a), 7, 8, 9, 10, 11, 12, and 13 shall survive any termination or expiration of these Terms.

13. **Miscellaneous**

(a) **Entire Agreement.** These Terms, together with the applicable Customer Agreement, constitute the entire agreement between Avannis, Customer, and Authorized Users regarding access to and use of the Portal and supersede all prior or contemporaneous understandings, communications, and agreements, whether written or oral, relating solely to such access and use.

(b) **Governing Law and Venue.** These Terms shall be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to any choice or conflict of law provision that would cause the application of the laws of any other jurisdiction other than those of the State of Colorado. Any legal suit, action, or proceeding arising out of or related to these Terms or the Portal shall be instituted exclusively in the courts of the State of Colorado, in each case located in

the city of Denver and County of Denver, and Customer irrevocably submits to the exclusive jurisdiction of such courts.

(c) **Severability.** If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

(d) **Waiver.** No waiver by Avannis of any right or provision of these Terms shall be effective unless made in writing and signed by an authorized representative of Avannis. Any failure or delay by Avannis to enforce any provision or exercise any right under these Terms shall not constitute a waiver of that or any other right or provision.

(e) **Assignment.** Customer and its Authorized Users shall not assign, delegate, or otherwise transfer these Terms or any rights or obligations hereunder without Avannis' prior written consent. Avannis may assign these Terms, in whole or in part, without Customer's consent, to any affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section shall be null and void.

(f) **Force Majeure.** Avannis shall not be liable for any delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, including acts of God, natural disasters, epidemics, labor disputes, governmental actions, failures of telecommunications or internet service providers, or other events of similar nature.

(g) **Relationship of the Parties.** Nothing in these Terms shall be construed to create a partnership, joint venture, employment, fiduciary, or agency relationship between Avannis and Customer or any Authorized User. Each party acts solely as an independent contractor.

(h) **Interpretation.** Headings are for convenience only and do not affect interpretation. References to "include," "includes," or "including" shall be deemed to mean "including without limitation."

(i) **Contact Information.** If you have any questions about these Terms, the Portal, or your use of the Services, please contact Avannis at:

Avannis Inc.
Attn: Legal Department
Email: legal@avannis.com