

This API SERVICE AGREEMENT ("Service Agreement") legally binds you and Silvergate Bank, as set forth below. You affirm and agree that you are entering into this Service Agreement on behalf of and as a duly authorized representative of a Company (as defined below), and you represent that you have authority to bind the Company to this Service Agreement. Accordingly, the terms "you" or "your," as used below, shall refer to such Company. The terms "we," "us," "our" or "Bank" refer to Silvergate Bank.

You should only accept this Service Agreement once you have read and understood its contents, and, in particular, all the obligations it includes.

## 1. API Overview.

The API is a secure web service we provide to select Bank clients for them to directly interact with our core banking data processing systems ("Systems") for the purposes of accessing balance and transaction information and providing instructions for certain banking transactions, including funds transfers, that may be executed more rapidly than otherwise possible through non-API access to our Systems. Your execution of this Service Agreement confirms your acceptance of being approved as an authorized API user ("User") in accordance with the Bank's API sign-up process.

## 2. Definitions

- 2.1. "Affiliate" of an entity means any other entity that controls, is controlled by, or is under common control with such entity, directly or indirectly, by trust, voting agreement, or otherwise.
- 2.2. "API" means the application programming interface (or similar technology) made available by us to allow you to access and/or use API Products through your Application. We reserve the right, in our sole discretion, to grant, deny, limit, or modify your access to and/or the use of the API and the API Products associated with the API.
- 2.3. "API Products" means the API Content and the API Services associated with the API, as follows:
  - a. "API Content" means data or information made available by or delivered through the API, whether through its Sandbox or Production gateway, subject to the terms and conditions of this Service Agreement.
  - b. "API Services" means service(s) and/or function(s) accessible through or performed by the API, whether through its Sandbox or Production gateway, subject to the terms and conditions of this Service Agreement.
- 2.4. "Application" means a website and/or software application (regardless of how fully developed) owned by you to access and/or use the Bank API Products.
- 2.5. "Client Secret" means the unique identifier available to you via the Bank's Portal and used for signing all API operations or requests.
- 2.6. "Company" means any corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, educational institution including a university or college, sole trader, sole proprietorship, or government or any agency or political subdivision thereof (and excludes a natural person) who intends to access or use the API and API Products under this Service Agreement.

- 2.7. "Documentation" means any online or offline User guides, software development kit(s), and/or help and training materials for our API, as updated from time to time, accessible via the Bank's public website.
- 2.8. "Governing Documents" means all agreements and related disclosures pursuant to which your banking relationship with us is conducted, including Deposit Account Agreement and Regulatory Disclosure, Cash Management and Treasury Services Agreement ("CMSTA") and all applicable Schedules and Addendums to the CMTSA, our Privacy Policy and Terms and Conditions published at <https://www.silvergate.com/privacy>, this Service Agreement, Documentation, and any other agreements you enter into with us. To the extent applicable, capitalized terms not defined herein shall have the meanings given to them in one or more of the other Governing Documents. In the event of any conflict between this Service Agreement and any of the other Governing Documents with respect to matters specifically addressed herein, the provisions of this Service Agreement shall prevail.
- 2.9. "Marks" means, to the extent provided by us to you under this Service Agreement, the trademarks, service marks, logos, trade names, and brands designated for use with the API and API Products to identify our products and services.
- 2.10. "Production" means our API production environment gateway for API Users.
- 2.11. "Sandbox" means our API test environment and related materials, information and resources available via the Bank's public website. Data within the Sandbox must be fake, masked, obfuscated, encrypted and/or otherwise incorrect or inactionable test data provided for use by or in development of your Application.

### 3. Approved API License

Subject to the terms and conditions of this Service Agreement, we grant you a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access, copy and use the API to develop, test, connect with, and support your Application for your benefit (the "Approved API License") only as set forth herein. We reserve all other rights to the API to the extent such rights are not expressly identified herein. Except for the Approved API License, no rights or licenses, express or implied, are hereby granted to you with respect to any of our intellectual property rights or under any of our copyrights or trade secrets as a result of, or related to, this Service Agreement or our course of dealing with you hereunder.

### 4. Right to Access and Use API and API Products

We grant you a limited right to access and use the API and API Products to develop, test, connect with, and support your Application's access and use of the API and API Products. You have only a right of limited access and use to the API and API Products in accordance with the terms of this Service Agreement and in such manner as to keep them and us free of all claims from any source whatsoever. You shall have no rights or license under this Service Agreement related to the API and API Products other than as explicitly granted herein. Further, you agree not to: (a) reverse engineer, reverse compile, decrypt, deobfuscate, unmask, or reverse assemble all or any portion of the API, any API Products, or any Token (as defined below); (b) distribute, disclose, publish, market, sell, rent, lease, sublicense or assign to any third party any Token to which you have access under this Service Agreement unless otherwise specifically authorized under this Service Agreement; (c) circumvent or attempt to circumvent any limitations we may place on your use of the API; or (d) commercialize (i.e., sell, rent, or lease)

copy, store or cache the API or information received in connection with the API, other than as explicitly permitted under the Governing Documents.

#### 5. Means of Access and Use

You shall only access or use the API and API Products through unique licensed access credentials (a "Subscription Key"). A Subscription Key must be created for you and you may only access or use the API and API Products through your Subscription Key. API Requests must also be "signed" using a Client Secret as an additional authentication factor. In addition we reserve the right to limit access to and/or use of the API and API Products by various means and using various criteria, including, but not limited to, by restricting the number, frequency, any currency amount and/or volume of access requests, uses, services, functions, data and/or any other form of API Products. If and when we inform you of such limitations, you shall be obligated to comply with them. Access and usage limitations may be identified in communications of our approval of your access to and use of the API, or otherwise, and are subject to change at any time. You shall be fully responsible for all the activity performed in the API or any access to the API Products using your Subscription Key, Client Secret, and/or any authentication factors we require you to use.

#### 6. Use of the API and API Products

This Service Agreement, and, to the extent applicable, the other Governing Documents, govern your use of the API and the API Products. You and your Application shall only access and/or use API Products in accordance with this Service Agreement. You acknowledge that we may seed or watermark API Products for verification of compliance and may use data capture, syndication analysis, and other similar tools to track, extract, compile, aggregate, archive, disclose, and analyze any data or information resulting from your and any other person's access to and/or use of the API and API Products. We retain ownership of all ancillary information and metadata related to use of the API and API Products ("Metadata"). Metadata shall be considered our Confidential Information (as defined below). To the extent we, in our sole discretion, provide you with access to Metadata, you may use Metadata only for your own internal technical purposes in developing and/or supporting your Application.

#### 7. API and API Products Restrictions

Use of the API and API Products is subject to reasonable information security policies and procedures, including but not limited to multi-factor authentication procedures which may vary and be updated from time to time. When accessing or using the API and API Products under this Service Agreement, you and/or your Application may not:

- use the API and API Products in a manner not permitted by the Governing Documents;
- use the API and API Products in violation of, or in a manner that would cause us and/or our Affiliates to be in violation of, any law, regulation, clearinghouse rules, payment system operating rules or similar requirements;
- modify, obscure, circumvent, or disable any element of the API and API Products, or their access control features;
- disrupt, interfere with, or adversely impact the access or use of the API and API Products by us or others;
- disclose, share, or transfer your Subscription Key or Client Secret to any third party unless expressly authorized in this Service Agreement;

- infringe, misuse, or claim ownership of our intellectual property (see Section 14), including by using or attempting to use the API and API Products to provide to any third parties services similar to those available to you through your use of the API and API Products;
- transmit any viruses, worms, defects, Trojan horses, or any other malware through your Application or your access to or use of the API and API Products;
- use the API and API Products in connection with an Application that offers, permits or promotes gambling within the Application;
- use the API and API Products in connection with an Application that is offensive, abusive, libelous, harassing, threatening, discriminatory, vulgar, pornographic, unethical, unlawful (or that promotes unlawful behavior), or that is otherwise inappropriate as determined by us in our sole discretion; or
- except as expressly authorized by us, use any robot, spider, retrieval application, or other automated functionality to retrieve or index any portion of our data, products, or services for any unauthorized purpose.

#### 8. Application Functionality

Any modification of API Products must comply with the Governing Documents. Promptly upon request, you agree to provide us reasonable access to your Application, documents, information, employees, subcontractors, and your third-party agents. You will diligently and promptly correct any material bugs or faults in your Application that cause it to incorrectly access the API or display API Products. Regardless of how you use the API and API Products in your Application, you may not at any time, surviving termination of this Service Agreement to the maximum extent permitted by law, prevent or restrict us from any use, functionality, or display of our API and API Products in any manner, for any purpose, in any application, or in any medium, now known or later developed.

#### 9. Support

We make no promises or claims related to the availability or uptime of the API and the API Products. This Service Agreement does not entitle you to any support for the API and API Products. You are solely responsible for providing all support and technical assistance of your Applications.

#### 10. Modifications

You acknowledge and agree that we may, in our sole discretion, amend or modify this Service Agreement, the API, and any API Products from time to time (a "Modification"). In general, the Bank will make updates to the Sandbox test environment prior to notifying you and updating the Production environment gateway. You will be notified of any Modifications to the Production API and API Products via email to the email address you identified upon registration for use of the API. You shall, within ten (10) calendar days from the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the "Conformance Period") comply with such modification(s) by implementing and using the most current version of the API and making any changes to Application(s) that may be required as a result of such Modification(s). You acknowledge that a Modification may have an adverse effect on Application(s), including but not limited to: (a) changing the manner in which Applications communicate with the API; (b) changing the manner in which Applications request,

receive, access, display, transmit, and/or use API Products; and/or (c) changing the API Products associated with the API. We shall have no liability of any kind to you with respect to such Modifications or any adverse effects resulting from such Modifications. Your continued access to or use of the API and API Products following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

#### 11. Responsibility for Your Application

- 11.1. We shall be responsible only for making API Products available to you, subject to the terms, conditions, and requirements of the Governing Documents.
- 11.2. You are solely and entirely responsible for your Application (including but not limited to any actions taken and/or any claims made by others related to your Application), including but not limited to your Application's development, operation, maintenance, compliance with all applicable local, state, federal and international laws and regulations, and all materials that appear on or within your Application. By way of example, and not intended as an exhaustive list, you are solely and entirely responsible for:
  - a. creating and posting, and ensuring the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of information posted on your site and/or Application;
  - b. ensuring that any Sandbox data you and/or your Application provide to us conforms to the terms set forth in Section 2.10; i.e., is not live, actionable, or used in connection with any real transaction;
  - c. ensuring the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of any and all data you, and/or your Application provide to us under this Service Agreement, including (but not limited to) any and all instructions for transfers of funds you and/or your Application provide to the Bank, or any other data provided to us in the context of your Application's access to and/or use of API Products;
  - d. using and/or displaying API Products in compliance with the Governing Documents and with any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts your site);
  - e. using and/or presenting API Products on or within your site in a manner that does not infringe, violate, or misappropriate the rights of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);
  - f. compliance with all applicable laws (including but not limited to consumer protection laws, intellectual property laws, data protection laws, and export laws); and
  - g. the technical operation of your Application.

#### 12. Warranty

You warrant and represent to us that: (a) you are not concealing or disguising your identity to us; (b) you have a legitimate, lawful purpose for accessing and using the API and API Products;

(c) you will perform no act that harms us or our rights and interests in the API and API Products; (d) you and your Application, as well as your use of your Application, the API and API Products, will comply with the terms and conditions of this Service Agreement and other Governing Documents and all applicable laws and regulations; (e) you will promptly block, and notify us of, any known or suspected unauthorized or prohibited use of the API and API Products or by a third party; (f) you are not a Specially Designated National as defined by the Office of Foreign Assets Control of the United States Department of the Treasury; (g) you have obtained any and all necessary consent and approval to generally disclose to third parties and/or generally use any and all data you and your Application utilize under this Service Agreement, including (but not limited to) data provided in the context of accessing and/or using API Products; (h) your Application does not, and will not for the duration of this Service Agreement, (i) meet the definition of a website or online service directed to children (as that term is defined in the United States Children's Online Privacy Protection Act and/or regulations promulgated thereunder) and/or (ii) be incorporated into a website or online service directed to children; and (i) your electronic acceptance of this Service Agreement is genuine and is an electronic signature by your duly authorized representative.

### 13. Confidentiality and Nondisclosure

- 13.1. You acknowledge and agree that we consider Subscription Keys(s), Client Secret(s), API Products, and non-public information about the API and API Products disclosed to you to be our confidential and proprietary information ("Confidential Information") which may not be disclosed to any third party (including, but not limited to, your Affiliates) without our prior written consent or used by you or your Affiliates for the purpose of developing, or encouraging any third party to develop, an application programming interface (or similar technology) having functional properties similar to our API.
- 13.2. You agree to use commercially reasonable means to maintain the confidentiality of Confidential Information in your possession or contained in your Application, but in no circumstances means that are less stringent than those required by law or that you use to safeguard your own confidential or proprietary information (whichever means are more stringent).
- 13.3. Upon termination of this Service Agreement, you agree to destroy all copies of Confidential Information in your and/or your Affiliates', contractors' or third-party agents' possession or control and, upon request, certify such destruction to us.
- 13.4. We will keep confidential the information you provide to us in connection with your Application to obtain access to the API. However, you acknowledge and agree that we may be required to disclose your confidential information if required by a judicial, administrative, governmental, or similar request.

### 14. Intellectual Property

- 14.1. Between us and you, we exclusively retain all intellectual property rights in the API, the API Products (excluding data you introduce into the Sandbox in accordance with Section 2.10), all Documentation, all Marks, and all other procedures, functionalities, software, computer codes, documentation, trademarks or distinctive signs, images, photographs, patents, utility and industrial models, drawings, graphics, text files, audio and video files and all other content accessible in the API, and/or any content or service accessed through the same, and in any/all other of our intellectual



properties related to this Service Agreement, even if such is included with, used by or incorporated into your Application in accordance with the terms of this Service Agreement (collectively, "Bank Property"). Bank Property may not be modified, copied, altered, reproduced, adapted or translated without express authorization from us.

- 14.2. You retain all intellectual property rights in your Application.
- 14.3. You and your Application may not eliminate or in any way modify the names of the products, services and companies appearing in the API which, along with any labels, distinctive signs or logos appearing in the API, may be trademarks or other registered distinctive signs of their respective legitimate owners.
- 14.4. We retain the right to incorporate into the API and API Products any suggestions submitted by you. If incorporated into the API or any API Products, such suggestions shall form part thereof and shall become our intellectual property, and we shall not be obligated to provide financial compensation to you or any other person in connection with such suggestions.
- 14.5. You recognize that all Bank Property related to this Service Agreement represents a substantial investment by us and is of substantial value. Bank Property is protected under applicable trademark law, copyright law and/or applicable common law. In the event of an actual or threatened breach of this Service Agreement that would diminish or impair the value of Bank Property, we shall be entitled to an injunction (without any requirement to post bond) restraining you from such breach and this shall be in addition to any other rights or remedies that we may have.
- 14.6. We hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to include Marks in your Application solely for the limited purpose of identifying the source of the API Products. You will strictly follow all rules and guidelines provided to you regarding proper use of our Marks. Your use of our Marks: (i) must be in conjunction with the API and API Products in your Application; (ii) cannot be to disparage or harm us; (iii) is subject to prior approval by us in our sole discretion; and (iv) shall inure exclusively to us. You may not use any Marks for any purpose not expressly authorized herein.

## 15. Indemnification

To the maximum extent permitted by applicable law, you, without requiring a preliminary determination of the ultimate entitlement to indemnification, shall indemnify, protect, provide a defense for, save and hold harmless us and our Affiliates, officers, directors, employees, agents, third parties, attorneys, successors, and assigns from and against any government, or other third party claim of loss, liability, penalty, assessment, civil or criminal fine, or damage to or asserted, whether through communication or formal filing, against us or our Affiliates (including reasonable attorneys' fees and expenses) related to, deriving from or associated with your Application, or any third party's use of the Application (whether in whole or in part) to access or use of the API and API Products (even if such activity is fraudulent), or any third party's use of the API and API Products (even if such activity is fraudulent), or your violation of this Service Agreement. We retain the right to select any counsel to be retained by you in accordance with your provision of a defense for us, which includes our right to approve or disapprove any counsel you recommend. We reserve the right to defend ourselves or hold you

responsible for defending us against such claim, subject to our right to participate in such defense or settlement at our cost. You will reasonably cooperate with us in any such defense at your cost. These indemnification provisions and the rights or obligations granted by or through it are in addition to any other rights or obligations in this Service Agreement and shall not be construed to provide an exclusive remedy.

#### 16. Disclaimer

YOU AGREE THAT ALL BANK PROPERTY IS PROVIDED "AS-IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE AND OUR SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS SERVICE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE BANK PROPERTY. WE DO NOT WARRANT THAT THE BANK PROPERTY WILL MEET YOUR NEEDS OR WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WITH RESPECT TO THE THIRD-PARTY COMPONENTS OF THE BANK PROPERTY. YOU HEREBY WAIVE AND FULLY RELEASE SILVERGATE BANK, ITS AFFILIATES AND SUPPLIERS FROM AND AGAINST ANY AND ALL CLAIMS THAT IT MAY HAVE AGAINST SILVERGATE BANK, ITS AFFILIATES AND SUPPLIERS ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE UNDER THIS SERVICE AGREEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY COMPUTER SYSTEM OR ANY LOSS OF DATA, THAT ARISE FROM YOUR USE OF THE BANK PROPERTY.

#### 17. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE SHALL HAVE LIMITED LIABILITY ARISING FROM OR BASED ON YOUR USE OF THE API AND API PRODUCTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SILVERGATE BANK OR ITS AFFILIATES AND SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM, AGGREGATE LIABILITY TO YOU UNDER THIS SERVICE AGREEMENT AND RELATED TO API OR API PRODUCTS SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO US OVER THE LAST SIX (6) MONTHS UNDER THIS SERVICE AGREEMENT.

#### 18. Right to Terminate

We may suspend your access to the API and API Products or terminate this Service Agreement without notice, in our sole discretion, at any time. You may terminate this Service Agreement by notifying us in writing fifteen (15) calendar days in advance via e-mail sent to [APIsupport@silvergate.com](mailto:APIsupport@silvergate.com). In the event of a termination by either party, you will cease using the API and API Products accessed pursuant to this Service Agreement, promptly (but under any circumstances in no more than five (5) days) remove the API and API Products from your



Application, and return, delete, or destroy, any physical or electronic copies of any Bank IP that you possess or control at or following termination of this Service Agreement.

#### 19. Publicity

You may publicize your use of the API in accordance with the terms of this Service Agreement, but you may not state or imply that you have a partnership or any other type of preferred relationship with us, use Marks without authorization, or make any statements that suggest that your access to use of the API Products exceeds the actual licenses and rights granted to you by us. Furthermore, you may not make statements that indicate your access to or use of the API Products goes beyond the level of integration the API represents or that appear to bind us to any obligations, warranties, or representations to third parties. Use of the API Products does not constitute generalized integration with us or access to our customer records, for example.

#### 20. General Provisions

- 20.1. If you do not accept this Service Agreement in full, you may not access or use the API and API Products.
- 20.2. Nothing in this Service Agreement will be construed as creating a partnership, franchise, agency, fiduciary, employment or joint venture relationship of any kind between the parties, and neither you nor we will have the authority to bind the other party or to contract in the name of or create a liability against the other party in performing its obligations or exercising its rights under this Service Agreement.
- 20.3. Notice may be provided by email to your email address identified upon registration for use of the API. You are solely responsible for maintaining a functional email address; updating us, as necessary, with email address changes; and promptly reading any delivered messages from us. Notice to us must be given in writing addressed to Silvergate Bank, 4250 Executive Square, Suite 300, La Jolla, CA 92037, or [APIsupport@silvergate.com](mailto:APIsupport@silvergate.com).
- 20.4. You authorize us to tape and/or record on any media any electronic or telephone communications arising from use of the API Products, and/or made as a result thereof.
- 20.5. Notwithstanding any other provision of this Service Agreement, the indemnification provisions shall survive any termination or expiration of this Service Agreement. Sections 2, 8, 11, 12, 13, 14, 15, 16, 17, 19, 20, and 21 shall also survive any termination or expiration of this Service Agreement.
- 20.6. The parties hereby waive any right to trial by jury in connection with any matter arising out of this Service Agreement.
- 20.7. The API Products may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any United States government denied-party list. You shall not permit anyone to access or use the API Products in any United States-embargoed country or in violation of any United States export law or regulation.
- 20.8. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our or our Affiliates' employees or agents in connection with this Service Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you

learn of any violation of the above restriction, you will use reasonable efforts to promptly notify us at the address provided in Section 20.3.

20.9. You may not assign any of your rights or obligations hereunder without our prior written consent. We may assign any of our rights or obligations without your consent by providing notice to you by email to the email address you provided us in your registration for use of the API.

20.10. Governing Law; Disputes Resolution. This Service Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to such State's conflict of law principles. As the exclusive means of resolving any dispute arising out of or related to this Service Agreement, including the scope of this arbitration clause, you or we may demand that such dispute be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. You and we consent to the arbitration hearing being held in San Diego, California before a single arbitrator. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### 21. Electronic Signature

You represent and warrant that the electronic acceptance of this Service Agreement is genuine and is intended to be an electronic signature of an electronic record by the Company's duly authorized representative that has the authority to bind you.