## **NET RMA Terms and Conditions**

The North East Texas Regional Mobility Authority ("NET RMA") is an independent government agency created to accelerate the development of infrastructure projects in North East Texas. The NET RMA website ("Site") is provided for the benefit of authorized users including you. Your use of the Site is condition upon and governed by the following terms, conditions, and disclaimers ("Terms"). By your use of this Site, you are agreeing to be bound by, and to abide by, these Terms, including the NET RMA Privacy Policy and any other policies referenced herein. This Agreement constitutes a binding contract between you and NET RMA. You are referred to herein as "you" or the "User."

NET RMA may contract with third parties to provide you notices, including text messages, that provide information to you, including alerts concerning construction projects or other occurrences that could impact your use of NET RMA services and infrastructures. By opting to receive communications from or on behalf of NET RMA you consent to such communications, including via text messages to the phone number that you provide, for so long as you continue to receive them until you opt out, such as by typing the word STOP in response to a text message. Messaging frequency may vary and data rates may apply depending on your mobile service plan. NET RMA is not charging you to receive or reply to such text messages. The text messages will arrive from a source referred to as a SHORT CODE, which is a number. Please note that not all mobile carriers may offer this notification service.

Unavailability of Website. The NET RMA makes every effort to keep this website operational. However, the NET RMA takes no responsibility for, and is not liable for, the website being temporarily unavailable due to technical issues beyond its control.

The terms and conditions applicable to investors and their representatives are accessible on the Site via the link https://www.netrma.org/financial-overview/ and such terms and conditions are hereby incorporated in these Terms.

Links to Other Websites. The NET RMA may provide links to other websites to allow your or investors independent access to other organizations whose expertise may be of value. The inclusion of any links does not imply a recommendation or endorsement of the views expressed within them. The NET RMA has not participated in the preparation, compilation, or selection of information on any other website, and assumes no responsibility or liability for the views, content, or accuracy of any other website referenced or linked through the NET RMA's website.

In your communications. You agree to provide accurate contact information for you. You agree not to use a false or misleading name or a name that you are not authorized to use. If NET RMA, in its sole discretion, believes that any such information is untrue, inaccurate, or incomplete, your use of the Site and receipt of messages may be suspended or terminated and NET RMA may pursue any appropriate legal remedies. You agree to defend, indemnify and hold harmless NET RMA from any liability arising from you providing inaccurate or false contact information to NET RMA.

Investment Decisions. The Financial/Investor Information web pages are not intended to replace any information or consultation provided by a professional financial advisor. Other than the specific information presented in the Financial/Investor Information web pages, no information on our website is intended to be the basis of or should be relied upon in making an investment decision. Because the NET RMA's securities may involve different sources of payment and security, you should refer to the official statement for any particular security for additional information. Materials and information on the NET RMA's website are provided as a public service and intended to provide information on matters of public interest. Accordingly, the information in this site is not intended to serve as legal or financial advice.

Not an Offer to Sell/Buy Securities. The information provided in this website does not constitute an offer to sell or buy securities or the solicitation of an offer to sell or buy securities and should not be relied upon to provide specific offering information in connection with any issuance, sale, resale, or remarketing of bonds, notes, or other securities.

Dates of Documents; Estimates and Opinions. All documents contained in the Financial/Investor Information section of this website are marked with a date and speak only as of that date, which may be prior to the date it is posted on this website. No inference should be made that the operations of the NET RMA or other entities and/or other economic conditions have remained the same since the date indicated. The Financial/Investor Information section of this website contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

Forward-Looking Statements. The documents contained in the Financial/Investor Information web pages may contain "forward-looking statements" within the meaning of Section 27 of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may involve known and unknown risks, uncertainties, and other factors which may cause the actual results, performance, and achievements to be different from future results, performance, and achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements. You are cautioned not to place undue reliance on the forward looking statements in the documents contained in the Financial/Investor Information web pages, as such statements speak only as of the dates upon which they are made.

Information is Subject to Change Without Notice and May Not Be Updated. The NET RMA is under no obligation to update any information included in this website and the NET RMA expressly disclaims any duty to provide an update of any document contained in this website. The information and expressions of opinion herein are subject to change without notice and the posting of information on this website does not imply that there has been no change in the affairs of the NET RMA.

Interim Financial Information. All interim financial information provided on the Financial/Investor Information web pages is preliminary and unaudited and subject to adjustment.

Other Information May Be Available. The Financial/Investor Information section of this website is provided for the convenience of investors in bonds, notes and other obligations of the NET RMA, but it does not provide a full and complete set of information that is of interest to investors. There may be other documents containing relevant information regarding the NET RMA, which may be available from other sources, including by request from the NET RMA.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

NET RMA IS NOT LIABLE FOR ANY DELAYS OR UNDELIVERED MESSAGES. SUCH MESSAGES REQUIRES EFFECTIVE TRANSMISSION FROM YOUR WIRELESS SERVICE PROVIDER AND NETWORK OPERATOR.

NET RMA SHALL NOT BE HELD LIABLE FOR ANY IMPROPER OR INCORRECT USE OF THE MATERIALS OR INFORMATION CONTAINED ON THIS SITE AND ASSUMES NO RESPONSIBILITY FOR ANY USER'S USE THEREOF. IN NO EVENT SHALL THE NET RMA BE LIABLE, WITHOUT LIMITATION, FOR ANY DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THIS SITE OR THE MATERIALS AND INFORMATION CONTAINED ON THIS SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, WHETHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

THE MATERIALS IN THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE, THE NET RMA DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED. THE NET RMA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS AVAILABLE ON THIS SITE, OR THROUGH LINKS TO OTHER SITES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, COMPLETENESS OR OTHERWISE.

EXCEPT FOR ANY OBLIGATIONS OF NET RMA EXPRESSLY SET FORTH HEREIN, IN NO EVENT WILL NET RMA AND ITS OPERATIONAL SERVICE PROVIDERS, BE LIABLE TO USER FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, (EVEN IF NET RMA HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF A FORCE MAJEURE EVENT, THE USE OF OR INABILITY TO USE THE SERVICE OR INFRASTRUCTURE. NET RMA'S TOTAL LIABILITY TO YOU HEREUNDER, IF ANY, WILL IN NO EVENT EXCEED THE TOTAL AMOUNT DUE TO NET RMA.

Indemnification. To the extent permitted by applicable law, by using the NET RMA's Site, the user agrees to defend, indemnify, and hold harmless, the NET RMA, its agencies, officers, employees, representatives, and agents from and against all claims and expenses, including attorneys' fees, arising out of the user's use of this site or materials and information contained on this site.

This Site may include facts, views, or opinions of individuals or organizations not affiliated with NET RMA. NET RMA does not endorse, guarantee, or warrant the accuracy, completeness, or timeliness of these facts, views, or opinions. NET RMA specifically disclaims any and all liability for any claims or damages that may result from facts, views, or opinions, of individuals organizations not affiliated with NET RMA appearing on this site.

This Site may contain links to other Internet sites maintained by third parties which the department believes may be of interest to you but for which NET RMA has no responsibility. NET RMA makes no effort to independently verify information on Internet sites outside of its own domain, nor does it attempt to exert editorial control over such information. NET RMA makes no representations or warranty of any kind as to the accuracy or any other aspect of the information contained on such Internet sites. NET RMA specifically disclaims any and all liability for any claims or damages that may result from information on Internet sites outside of its direct control.

NET RMA does not endorse any of the commercial products or services referenced in this Site. Any mention of commercial products or services is for information purposes only. The NET RMA is providing this information only as a convenience to you.

NET RMA Content Usage

Unless expressly stated otherwise, copying, reproduction, or distribution of the information contained in this site is permitted without the prior written permission of the NET RMA provided that the copyright and trademark notices of the NET RMA are not removed or altered.

These Terms are governed by and shall be construed in accordance with the laws of the State of Texas without regard to any conflict of laws doctrines. User agrees to submit to the jurisdiction of the State and Federal courts located in Smith County, Texas.

Please contact us with any questions by calling or by sending an email to the following:

North East Texas Regional Mobility Authority ("NET RMA") 1011 Pruitt Place Tyler, TX 75703 PH: 903.630.7894 Email: customerservice@netrma.org https://www.netrma.org/