

Online Branch and Mobile Banking End User Agreement

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Part 1: Signature Federal Credit Union Online Branch Disclosure

Each of your accounts at Signature Federal Credit Union is governed by the applicable New Membership Account Disclosure, Share Account Disclosure and Fee Schedule you received when you opened your account.

A. Online Branch Service: Through the Online Branch service, you may conduct the following:

Transfers: You may transfer funds among your Signature Federal Credit Union share, share draft, money market, or loan accounts. Transfers among the accounts may not immediately charge or credit your account, but transfers will be effective no later than the business day immediately after the date of such transaction.

Account Balance Inquiries: You may view your share, share draft, certificate, money market, and loan account balances.

Transaction History: You may view transaction history for any loan or deposit account.

Cleared Check Searches: You may search for drafts that have cleared your accounts.

Additional Services: From time to time, Signature Federal Credit Union may announce additional services which are only available through Online Branch. Your use of these services constitutes acceptance of the terms and conditions presented at the time they are announced.

Access Limitations: Signature Federal Credit Union reserves the right to limit or revoke Online Branch access. If you do not log on at least every four months, online access will be deactivated.

Web ACH Transactions: You may originate web ACH debit (inbound) and web ACH credit (outbound) transfers to/from your Signature FCU share account to/from an account at another financial institution in the SFCU Mobile Banking App or Online Branch. There is a daily limit of 3 inbound and 3 outbound transfers per day. Inbound transfers have a daily limit of \$5,000 per business day. Outbound transfers have a daily limit of \$1,000 per business day. We have the right to delay funds from web ACH debit (inbound) transfers for up to 3 days, making funds available on the 4th business day following the effective date of request. Funds from web ACH credit (outbound) transfers will be made available on the day following the effective date of the request.

Online Branch & SFCU Mobile Banking System Downtime: Online Branch and Mobile Banking App are unavailable during the nightly update, typically from 12am – 3am EST.

B. Operating Systems: Our Online Branch site is designed to operate using World Wide Web technologies. Signature Federal Credit Union uses "cookies" to help administer the Online Branch service. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie when entering Online Branch, you may not be able to log in.

C. Online Branch Password: You hereby acknowledge that you

have read and reviewed the appropriate disclosure pertaining to Online Branch and agree to the terms of said disclosure. You acknowledge that use of the Online Branch by other persons will give them access to any of your deposit/loan accounts. Access to your account will be by means of a username and password. You agree not to make your password available to any other person. If you believe your password has been lost or stolen or that someone has transferred/withdrawn or may transfer/withdraw money from your account without your permission, call (800) 336.0284 between 9:00 am and 5:00 pm EST, Monday through Friday, send an email to eServices@signaturefcu.org or write to us at Signature Federal Credit Union, PO Box 148, Alexandria, VA 22313-0148. You may change your username and password at any time without contacting Signature Federal Credit Union. To do so, click on the appropriate link on the Online Branch sign in page. We suggest you change your password from time to time for security purposes, and you should do so immediately if you believe another person has gained access to your information. In addition, you should remove all devices used to access your Signature Federal Credit Union account.

D. Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your username or password has been lost or stolen; immediately change your password and remove all devices associated with your account. Telephoning Signature Federal Credit Union is the best way of limiting your potential losses. If you tell us within two (2) business days, your losses cannot exceed \$50. If you do not tell us within two (2) business days after you learn of the loss or theft of your username/password or unauthorized access to your online account and we can prove we could have stopped someone from using your account without your permission had you told us, you could lose as much as \$500. If your statement shows transfers/withdrawals that you did not make, tell us at once. If you fail to tell us within sixty (60) days after the statement was mailed to you, you may be liable for all transactions and fees listed on your account if we can prove that we could have stopped someone from taking the money had you told us in time.

E. Statements: All transactions generated by you through Online Branch will appear on your monthly or quarterly statement.

F. Our Liability: If we do not complete a transfer to or from your account or a withdrawal on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we will not be liable for certain exceptions including the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or withdrawal;
- If the Online Branch was not working properly and you knew about the breakdown when you started the transfer or withdrawal;
- If circumstances beyond our control (such as fire or flood) prevent the transfer or withdrawal from being completed despite reasonable precautions that we have taken. We shall not be responsible for any other loss, damage, or injury whether caused by the equipment, software, and/or the Online Branch



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service, nor shall we be responsible for any direct, indirect, special, or consequential damages arising in any way out of the installation, use, or maintenance of your equipment, software, and Online Branch, except where the law requires different standards. We do not make any warranties concerning the equipment, the software, or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchant ability.

G. Errors and Questions: In case of errors or questions about your electronic transfers, telephone us at (800) 336.0284 or write to us at Signature Federal Credit Union, PO Box 148, Alexandria, VA 22313-0148 as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us: Your name and member number; Why you believe there is an error and the dollar amount involved; Approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account during the investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, call us at the telephone number shown above.

H. Business Day: Our business days are Monday through Friday. Federal holidays are not included.

I. Governing Law: This agreement shall be governed by and constructed in accordance with the National Credit Union Administration (NCUA), along with Federal laws and laws in the state of Virginia.

Part 2: Signature Federal Credit Union Mobile Banking Addendum

This is an addendum ("Addendum") to the Online Branch Disclosure, and sets forth additional terms and conditions for use of the Mobile Banking Application ("SFCU Mobile Banking"). This Addendum constitutes the entire agreement between us and you relating to Mobile Banking, supersedes any other agreements relating to SFCU Mobile Banking.

A. ACCEPTANCE OF ADDENDUM

a. Accepting this Addendum: By using SFCU Mobile Banking, and/or by providing the verification code to complete your enrollment in SFCU Mobile Banking, you agree to this Addendum.

b. Description of Services: SFCU Mobile Banking is a personal financial account management service that allows you

to view balances and recent account activity and conduct certain Transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (collectively, "Mobile Devices"). We reserve the right to modify the scope of SFCU Mobile Banking Services at any time. We reserve the right to refuse to make any Transaction you request through SFCU Mobile Banking. You agree and understand that SFCU Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

c. User of Services: You accept responsibility for making sure that you understand how to use SFCU Mobile Banking before you actually do so. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the SFCU Mobile Banking software ("Software"). We may change or upgrade SFCU Mobile Banking from time to time. In the event of such changes or upgrades, you are responsible for making sure that you understand how to use SFCU Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. From time to time, Signature FCU may develop additional mobile services. When such services are developed, you will have the opportunity to add them to your SFCU Mobile Banking Service, provided you have a compatible Mobile Device.

d. Relationship to Other Agreements: You agree that when you use SFCU Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may incur fees, limitations and restrictions which might impact your use of SFCU Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with SFCU Mobile Banking, including while downloading the Software, receiving SFCU Mobile Banking text

messages, or other use of your Mobile Device when using the Software or other products and services provided by SFCU Mobile Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of SFCU Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with SFCU Mobile Banking, you will contact us directly.

B. MOBILE SOFTWARE LICENSE AGREEMENT

a. License: Subject to your compliance with this Addendum,



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includes, without limitation, any provider of Software) reserve all rights not granted to you in this Addendum. The provisions of this Addendum shall survive revocation of the License.

c. Software: The Software shall be used solely in connection with SFCU Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not; (a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (b) copy or reproduce all or any part of the technology or Software, or (c) interfere, or attempt to interfere with the technology or Software. The Software does not include various third-party operating systems and applications that will be required to use the Software. You will be solely responsible for such third-party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

C. YOUR OBLIGATION

a. User of SFCU Mobile Banking: You agree that we may send you, by SMS/text, e-mail, and other methods, communications relating to SFCU Mobile Banking, including, without limitation, welcome messages, information and requests for information relating to the use of SFCU Mobile Banking. You agree to use SFCU Mobile Banking carefully, to keep your password or passcode confidential, secure and not share it with others, to check your statements and transactions regularly, and to report any errors to us promptly by calling us at (800) 336.0284.

b. Location Based Information: If you use any location-based feature of SFCU Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through SFCU Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

c. Proprietary Rights: You are permitted to use content delivered to you through SFCU Mobile Banking only on SFCU Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree

not to reverse engineer or reverse compile any SFCU Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with SFCU Mobile Banking.

d. User Conduct: You agree not to use SFCU Mobile Banking or the content or information delivered through SFCU Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of SFCU Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to SFCU Mobile Banking; (i) interfere with, or disrupt the use of SFCU Mobile Banking by any other user; or (j) use SFCU Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

e. No Commercial Use or Re-sale: You agree that the SFCU Mobile Banking Services are for your use only (for personal and business account holders). You agree not to resell or make commercial use of SFCU Mobile Banking.

D. ADDITIONAL PROVISIONS

a. Neither we nor our service provider can always foresee or anticipate technical or other difficulties related to SFCU Mobile Banking. These difficulties may result in loss of data, personalization settings or other SFCU Mobile Banking interruptions.

b. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access SFCU Mobile Banking.

c. You agree to exercise caution when utilizing the SFCU Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting.

d. Changes or Cancellation: You may cancel your participation in SFCU Mobile Banking at any time. To delete the SFCU Mobile Banking App, refer to the instructions for deleting a Mobile Application for your specific Mobile Device. For assistance with cancellation or lost/stolen Mobile Devices, call (800) 336.0284 or email eServices@signaturefcu.org. We reserve the right to change or cancel SFCU Mobile Banking at any time without notice. We may also suspend your access to SFCU Mobile Banking at any time without notice and for



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any reason, including but not limited to, your non-use of SFCU Mobile Banking. You agree that we will not be liable to you or any third party for any modification or discontinuance of SFCU Mobile Banking.

e. User of Data: We and our service providers will use information you provide for purposes of proving SFCU Mobile Banking and to prepare analyses and compilations of aggregate member data that does not identify you (such as the number of members who signed up for SFCU Mobile Banking in a month).

E. LIMITATIONS AND WARRANTY DISCLAIMERS

We and our service providers disclaim all warranties relating to SFCU Mobile Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised of, or had reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with SFCU Mobile Banking Services or otherwise under this Addendum exceed \$5,000.

F. REMOTE DEPOSIT ANYWHERE (RDA) TERMS AND CONDITIONS

RDA is the ability to deposit a check into your account at Signature Federal Credit Union from a remote location without having to physically deliver the check to us. This is done by taking a picture of the front and back of the check using certain mobile devices such as Smartphones or tablets.

a. Acceptance of this Agreement: Your use of RDA constitutes your acceptance of this Agreement, and the Agreement may be subject to change. We will notify you of any material changes via Mobile Banking App, message, e-mail, website, or statement messages, and your continued use of RDA will indicate your acceptance of the revised Agreement. We reserve the right to change, modify, add, or remove portions of RDA.

b. Eligibility for RDA: Members must qualify for RDA by meeting the following criteria: (i) member must be 18 years or older; (ii) must be in good credit standing; (iii) must have Online Branch/Mobile Banking access; (iv) Must not have previously been removed from our RDA program for abuse.

c. Eligible Items: You agree to scan and deposit only checks as defined in the Federal Reserve Regulation CC ("Reg CC"). You further agree not to use RDA to deposit the following

items: (a) Checks payable to any person or entity other than you or your joint owner; (b) Checks previously converted to a substitute check as defined by Reg CC; (c) Foreign checks; (d) Money orders.

d. Receipt of Items: We reserve the right to reject any item transmitted through RDA, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete.

e. Deposit Limits: We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using RDA and to modify such limits, at our discretion, as necessary

f. Daily Posting: Deposits are not credited immediately once received. We will batch post all deposits twice per day: first at 11:00 am Eastern time and again at 3:00 pm Eastern time. Deposits made through RDA after those times will be credited at the next scheduled posting. The times are subject to change.

g. Restricted Endorsements: You agree to endorse all checks deposited to us through RDA as "For Deposit Only Signature FCU".

h. Disposal of Transmitted Items: Upon your receipt of a deposit confirmation from us, you agree to prominently mark the check as "Electronically Presented" or "Mobile Deposit". Securely store the original check for 7 business days, verify your check has been credited to your account, and properly dispose of the check to ensure it is not represented for payment. You further agree never to represent the item to another Financial Institutions.

i. Fees: We do not impose a fee for the use of RDA. However, any check presented for payment that is returned to us for reasons such as Non-Sufficient Funds or Account Closed, will impose a fee based on our current fee schedule which can be found on our website at www.SignatureFCU.org.

j. Equipment: To use RDA, you must, at your expense, obtain and maintain a mobile device with a communications plan that allows for data transfer. We are not responsible for any third-party software you may need to use RDA.

k. Errors: You agree to notify us of any suspected errors regarding items deposited through RDA right away, and in no event later than 60 (sixty) days after the applicable Signature Federal Credit Union statement is sent. Unless you notify us within 60 (sixty) days, such statement regarding all deposits made through RDA shall be deemed correct, and you forfeit your right to bring a claim against Signature Federal Credit Union for an alleged error.

l. Disclaimer of Warranties: You agree your use of the Service and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as



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available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied. We make no warranty that the services: (a) Will meet your requirements; (b) Will be uninterrupted, timely, secure, or error-free; (c) The results that may be obtained from the service will be accurate or reliable; and (d) Any errors in the Service or technology will be corrected.

m. Continuity of Service: Signature Federal Credit Union reserves the right to discontinue RDA or to restrict use of RDA based on violations of this Agreement.

Part 3: Terms of Use and Privacy Policy

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

A. General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

B. Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

C. Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may

result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

D. Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

E. Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

F. Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

G. Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE



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SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR AC-
CESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND
RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE
RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT
ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME
OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

H. Limitation of Liability. TO THE MAXIMUM EXTENT PERMIT-
TED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY
DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE
THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL,
SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL
DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF,
AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY
(CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM
IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT
OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT
EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURIS-
DICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF
LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE
ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

I. Google Analytics. To assist Provider in maintaining and
improving this application, Provider uses Google Analytics to
gather information about usage of the Service. For example, it
tracks how many visitors the Service has, which screens they
spend time on, what kinds of operating systems and devices
they use, and how they found the Service. Google Analytics does
not track, collect or upload any data that personally identifies an
individual (such as a name, email address, account number or
billing information), or other data which can be reasonably linked
to such information. The information helps Provider improve the
performance of this Service for you. For more information on
Google's use of the data, please see the website "How Google
uses data when you use our partners' sites or apps" located at
<http://www.google.com/policies/privacy/partners/>.

J. Miscellaneous. This End User Agreement constitutes the en-
tire agreement between you and Provider concerning the subject
matter hereof. This End User Agreement will be governed by
and construed in accordance with the laws of the state of Iowa,
excluding that body of laws pertaining to conflict of laws. If any
provision of that portion of this Agreement is determined by a
court of law to be illegal or unenforceable, such provision will be
enforced to the maximum extent possible and the other provi-
sions will remain effective and enforceable. All disputes relating
to this End User Agreement are subject to the exclusive jurisdic-
tion of the courts of Iowa and you expressly consent to jurisdic-
tion and venue thereof and therein. This End User Agreement and
all related documentation are and will be in the English language.
The application of the United Nations.

Convention on Contracts for the International Sale of Goods is
hereby expressly waived and excluded.

