

SCHEDULE 1: END USER TERMS (“Agreement”)

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liable to you or anyone else for any damages or otherwise in connection with any message sent by you to Financial Institution or any message sent by Financial Institution to you through the Application.

14. Your Information. By submitting your personal information to us through this Application, you specifically confirm that you have read, understood and agreed to Licensor and Financial Institution obtaining, processing, and disclosing personal and financial information relating to you solely for the purposes detailed in accordance with Financial Institution's Privacy Policy and in this Agreement.

15. Miscellaneous. This Agreement constitutes the entire agreement between you and the Financial Institution concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, excluding that body of laws pertaining to conflict of laws. If any provision 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 provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is 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.