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4. Confidentiality. You acknowledge and agree that the Application is Company’s proprietary and confidential information. You further agree that the Application will be used by you solely in accordance with the terms of this Agreement and that you will treat the Application in a confidential and secure manner. In the event of a breach of your obligations under this Section, Company may apply (subject to Section 9 below) for specific performance and/or injunctive relief to enforce or prevent the violations of this Agreement. Such enforcement is in addition to and not in lieu of Company’s right to bring an action for and to recover damages with respect to your breach.

5. Updates. Company may from time to time, in its sole discretion, develop and provide updates to the Application. You shall promptly download and install all updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. All updates will be deemed a part of the Application and will be subject to the terms of this Agreement.

6. Term and Termination. The term of this Agreement commences when you acknowledge your acceptance and continues for one (1) year from the date of your acceptance. You may terminate this Agreement by deleting the Application and all copies from your Mobile Device. Company may terminate this Agreement at any time without notice for any reason. This Agreement will terminate automatically without notice if you violate any terms of the Agreement. Upon termination, your rights to the Application terminate and you must cease all use of the Application and delete all copies from your Mobile Device.

7. Warranties. THE APPLICATION IS PROVIDED TO YOU “AS-IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE APPLICATION. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE APPLICATION OR THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE ERROR FREE OR UNINTERRUPTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF AND TO THE EXTENT ANY WARRANTY EXISTS UNDER APPLICABLE LAW THAT CANNOT BE DISCLAIMED, COMPANY, NOT APPLE OR GOOGLE, WILL BE SOLELY RESPONSIBLE FOR SUCH WARRANTY.

8. Limitation of Liability. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE APPLICATION WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, COMPANY’S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

9. Governing Law. This Agreement is for the benefit of the Company and shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal suit, action or proceeding arising out of or relating to this Agreement or the Application will be brought exclusively in the courts of Hennepin County, Minnesota.

10. Waiver. You acknowledge and agree that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

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12. Restricted Parties. By accepting this Agreement, you hereby represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.