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GOVERNING LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws provisions.

CHOICE OF JURISDICTION. The parties hereto agree any suit, action, or proceedings seeking to enforce any provision of, or any matter arising out of or in connection with the Terms or Site shall be heard exclusively by the state court located in Olmsted County, Minnesota or the federal courts with jurisdiction to hear such suits in the State of Minnesota. The parties consent to the in personam jurisdiction of such courts in the State of Minnesota and hereby irrevocably waive the defenses of (i) lack of personal jurisdiction, (ii) inconvenient
forum, or (iii) improper venue. In the event the parties commence any action in another jurisdiction or venue under any theory arising directly or indirectly from these Terms or Site, the non-filing party at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described or to have such case dismissed without prejudice. Your viewing or use of the Site constitutes your submission to the jurisdiction of such courts in the State of Minnesota.

WAIVER OF JURY TRIAL. The parties hereto unconditionally waive their respective rights to a jury trial as to any dispute, cause of action, or claim arising out of or in connection with the Terms or Site.

LIMITATION OF ACTION. Any cause of action you may have with respect to the Terms or your use of the Site shall be commenced within one (1) year after the dispute, cause of action, or claim arises or be considered fully and completely waived by you as to the Bank, its affiliates, employees, directors, officers, service providers, and third party vendors.

SEVERABILITY. If for any reason a court of competent jurisdiction finds any provision of these Terms, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and the remainder of these Terms shall continue in full force and effect. Except for any account agreement, privacy policy, and related documents respecting any account or service agreement you may have with the Bank, these Terms constitute the entire agreement between the Bank and you with respect to this Site and it supersedes all prior or contemporaneous communications, agreements, and understandings between the Bank and you with respect to the subject matter hereof.

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