

First Time User Disclaimer

Online Access Agreement and Disclosure Statement

This agreement and disclosure statement for electronic banking services states the terms and conditions that apply when you open a qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

Contact Us:

For questions regarding these terms and conditions or on how to use Online Banking, please contact us. Our representatives are available Monday–Friday 8:00 am to 5:00 pm and Saturday 8:00 am to 12:00 pm.

By Phone

Toll-free
866-535-1223

Email*

Info@HFSB.com

Mail

Home Federal Savings Bank
Attn: Client Services
1016 Civic Center Dr NW
Rochester, MN 55901

***NEVER send private personal info via email.**

Explanation of Certain Terms

“User ID” include the customer identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.

“Account” means a deposit; loan or other account for which transactions may be performed using our Online Banking service.

“Business account” means an account that is not a consumer account.

“Consumer account” means an account established primarily for personal, family, or household use.

“Internet-enable” means to enable your account(s) to obtain our service(s) that allow you the ability to perform transactions and access information we make available for your qualifying account(s) over the Internet by use of a personal computer and modem and/or other means we allow.

“Online” means through the Internet by use of a personal computer or other screen-based electronic device.

“Online banking” means the services provided under this agreement that allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

“We”, “us” and “our” means Home Federal Savings Bank.

“You” and “your” mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement. “Company representative” means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our online banking service.

User ID

To use our Online Banking service, you must use the User ID we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your User ID will have full access to your accounts even if you attempt to limit that person’s authority. Additionally, that person will have full access to any other of your accounts that are accessed by those User ID, even if those accounts are in your name with another person. None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your User ID. If you are contacted by anyone requesting this information, please contact us immediately at our phone number above.

Protecting Your Personal Information

In addition to protecting your User ID, you should also take precautions to protect your personal identification information, such as your driver’s license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

Individual Agreement for Online Banking Service

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

How to Use Our Online Banking Service

Please refer to the online help and instructions within the application for assistance on how to use our Online Banking service.

Types of Online Banking Services

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

1. Transfer funds between accounts;
2. Obtain information that we make available about qualifying accounts; and
3. Obtain other services or perform other transactions that we allow.

Other Services

We may provide you other services through our on-line banking platform that are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link complies with applicable requirements, including any requirements of telecommunications companies and authorities.

You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

Operating Systems and Internet Browsers should be kept current with updates from the provider. Unsupported operating systems and internet browsers may continue to work however should be considered insecure and not used. To ensure you are using the most current operating system and internet browsers visit our [security page](#).

Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service, as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six in any specified period. The specified period for money market deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction.

When Online Funds Transfers are Made

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions based on such information.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.

If any transfer would go over the credit limit of any account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your transfer to be received and credited.

If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.

If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Saturday, Sunday and Federal Holidays are not considered business days.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized

recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

Using the Contact Us section on Page 1, you may call or write to request a change or stop however, you must do this in time for us to receive your request three business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

Statements

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Online Banking Fees

There is no fee for our basic Online Banking service. Within Online Banking, you can also access optional services. Please refer to your applicable account agreement or our fee schedule for information on fees for optional services.

Disclosure of Information to Others

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

See our separate "[Privacy Notice](#)" for more information about how we use customer information and your choices.

Your Liability for Authorized Transactions

Never provide your User ID to anyone. If you provide your User ID and pass phrase to anyone, you are liable for all transactions that are made. If you provided your User ID and pass phrase mistakenly, we may have to change your User ID or take additional steps to prevent access to your accounts.

Notify us IMMEDIATELY for Unauthorized Transactions

Tell us AT ONCE, if you believe your User ID has been lost, stolen, or otherwise compromised or used without your authorization. You could lose all the money in your account (plus your maximum overdraft line of credit). Quickly telephoning us is the best way of reducing your possible losses.

Toll-free 866-535-1223

Your Liability for Unauthorized Transactions from Consumer Accounts

This section applies only to transactions from consumer accounts. If you tell us within two business days after you learn of the loss or theft of your User ID involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within two business days after you learn of the loss or theft of your User ID, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00. Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

In Case of Errors or Questions about Transactions Involving Consumer Accounts

This section applies only to transactions covered by this agreement and that involve consumer accounts.

If you think your statement is wrong or if you need more information about a transfer covered by this agreement, which is listed on the statement, use the Contact Us section on Page 1 to call or write as soon as possible.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we are not required to provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:

Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one User ID per company representative. It is your responsibility to ensure that User IDs are provided only to persons you authorize. You represent to us that each company representative and anyone else using the provided User ID has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person that has been provided a User ID will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use the User ID to make transfers or obtain information or other services.

Your Liability for Transactions from Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your

authority. If you or a company representative has given someone your User ID and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You can terminate granted User ID yourself.

You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your User ID or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid User ID. Since we condition access upon entry of valid User ID, we will accept instructions for transfers or other transactions from any person using valid User ID. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid User ID were used. You authorize us to treat any instructions we receive using valid User ID as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the User ID that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

You agree to promptly examine all account statements and any confirmations of transfers that we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

You may call **1-866-535-1223** toll free or write to the address above as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement, which is listed on the statement.

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage,

including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

Other Services

We may provide you other services through our on-line banking platform that are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

Security Procedures

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of User ID and other personal and business information. Our security procedures are contained within the written agreement we provide to you within the "Business E-Bank Agreement."

You acknowledge receiving a copy in writing of our current security procedures and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no User ID are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure, which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Indemnification

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

By enrolling into Online Banking, you are agreeing to the terms of this Agreement electronically. You can request a copy be mailed to you by contacting Client Services.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us by calling 1-866-535-1223 or writing to the address listed in the Contact Us section on Page 1.

Notices and Communication

Except as expressly otherwise in this Agreement, we will provide you notices and other information regarding your Eligible Account or Online Banking (collectively "Account Related Information") through mail, electronically, or by other means available. This information will be sent to the postal or electronic address ("E-Address") of the owner of the applicable Eligible Account as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The E-Address may be an e-mail address, other Internet address, text messaging number, or other electronic access address provided to us in accordance with this Agreement.

Any Account Related Information will be deemed to have been sent on the first Business Day following the date on it. Account Related Information that is held for pick-up or posted on our Website will be deemed to be delivered to, and received by, you at the time that we make it available for pick-up, display it to you, or send notice in accordance with this Agreement that it is posted on our Website, as applicable. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners or Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal Online Banking or overnight courier, at our sole option provided.

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- To your E-Address,
- By posting the information on our Website or to your online banking secure mailbox, and sending you a notice to your postal address or E-Address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it, or

Address Changes

You agree that you will notify us immediately in the event of a change to your address or E-Address. Address changes may be initiated:

- In person – You will sign documentation stating your new information.
- By mail – If you mail in a request, it must be signed and notarized. If there is any question about signature authentication, you will be notified and asked to stop in personally at one of our locations.
If we receive an address change notice from the U.S. Postal Service. It is at our discretion to us this address.

- Within the online banking application.
- Over the phone.

We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or E-Address only for the account(s) you specify or for all or some of your other account(s) with us.

Changing Terms and Terminating This Agreement

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for customers that have not used the service within the first 30 days after activation or if the service has been inactive for six (6) months.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Waivers

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Warranty Information

To the fullest extent permitted by law, we make no warranties of any kind for Online Banking, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that Online Banking will be uninterrupted or error free, that defects will be corrected, or that our Website that makes Online Banking available is free of viruses or other harmful components.

In no event will Home Federal or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service) indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, Online Banking, or the inability to use Online Banking, even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states, the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for:

- Any loss or liability you may incur resulting in whole or part from any failure or misuse of:
 - Your equipment, or
 - Software provided by an external company such as an Internet browser provider, an Internet access provider, an online services provider or an agent or subcontractor of any of them or
- Any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking.

Home Federal does not make any representation that any content or use of Online Banking is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition of this Agreement or Eligible Account;
- We have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction; would violate:
 - Any applicable provision of any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency (OCC).
 - Any applicable rule or regulation of any other federal or state regulatory authority;

- Is not in accordance with any other requirement of our policies, procedures or practices; or
- We have other reasonable cause not to honor for our or your protection.

In no event will Home Federal be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Eligible Account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, manipulation, or other breach of this Agreement;
- Your violation of any law or rights of a third party; or
- The provision of Online Banking or use of Online Banking by you or any third party.

Law That Applies

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of Minnesota. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.