

BUCKONE CUSTOMER TERMS & CONDITIONS

Last updated August 01, 2022

BuckOne is licensed to You (“End-User”, “Customer”, or “Member”) by Buck One Inc., located and registered at 516 Main Street, Edmonds, Washington 98020, United States ("Licensor"), for use only under the terms of this License Agreement.

By downloading the Licensed Application from Apple's software distribution platform ("App Store") and Google's software distribution platform ("Play Store"), and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all the terms and conditions of this License Agreement, and that You accept this License Agreement. App Store and Play Store are referred to in this Agreement as "Services."

The parties of this License Agreement acknowledge that the Services are not a Party to this License Agreement and are not bound by any provisions or obligations regarding the Licensed Application, such as warranty, liability, maintenance, and support thereof. Buck One Inc., not the Services, is solely responsible for the Licensed Application and the content thereof.

This License Agreement may not provide for usage rules for the Licensed Application that conflict with the latest Apple Media Services Terms and Conditions and Google Play Terms of Service ("Usage Rules"). Buck One Inc. acknowledges that it had the opportunity to review the Usage Rules and this Agreement is not conflicting with them.

BuckOne when purchased or downloaded through the Services, is licensed to You for use only under the terms of this License Agreement. The Licensor reserves all rights not expressly granted to You. BuckOne is to be used on devices that operate with Apple's operating systems ("iOS" and "Mac OS") or Google's operating system ("Android").

TABLE OF CONTENTS

1. THE APPLICATION
2. SCOPE OF LICENSE/USE
3. TECHNICAL REQUIREMENTS
4. ACCOUNT SETUP
5. PAYMENT, PURCHASE-SALE TRANSACTIONS, AND CREDIT TRANSACTIONS
6. MAINTENANCE AND SUPPORT
7. USE OF DATA
8. USER-GENERATED CONTRIBUTIONS
9. CONTRIBUTION LICENSE
10. LIABILITY
11. WARRANTY
12. PRODUCT CLAIMS
13. LEGAL COMPLIANCE
14. CONTACT INFORMATION
15. TERMINATION
16. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

17. INTELLECTUAL PROPERTY RIGHTS
18. APPLICABLE LAW
19. MISCELLANEOUS

1. THE APPLICATION

BuckOne ("Licensed Application") is a piece of software created for families to build and improve financial literacy, conduct chore management, and banking services — customized for iOS and Android mobile devices ("Devices"). It is primarily used as a financial literacy, learning platform with banking capabilities for its users.

The Licensed Application is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Licensed Application. You may not use the Licensed Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. SCOPE OF LICENSE/USE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on any Devices that You (End-User) own or control and as permitted by the Usage Rules, with the exception that such Licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof (except with Buck One Inc.'s prior written consent).

2.3 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

3. TECHNICAL REQUIREMENTS

3.1 Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

3.2 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.

3.3 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. ACCOUNT SETUP

4.1. Eligibility. To be eligible to use the BuckOne Inc. Application Services, you may be under 18 years old but must reside in the United States or US territories; to establish and utilize the chargeable support plans and associated banking services you must be at least 18 years old and

reside in the United States or US territories. There are certain features which may or may not be available to you depending on your location and other criteria.

4.2. Registration of BuckOne Inc. Account. You must register for a BuckOne Inc. account to use the BuckOne Inc. Application and associated digital services ("BuckOne Inc. Account" or "your account"). You will need to complete certain verification procedures before you are permitted to use the BuckOne Inc. Services. By registering or using a BuckOne Inc. Account you agree and represent that you have created your BuckOne Inc. Account and you will use your BuckOne Inc. Account only for yourself and family members, and not on behalf of any third party, unless you have obtained prior written approval from BuckOne Inc.. You are fully responsible for all activity that occurs under your BuckOne Inc. Account. We may, in our sole discretion, refuse to open a BuckOne Inc. Account, suspend, or terminate any BuckOne Inc. Account, suspend, or terminate the sending of Digital Assets from your account, or suspend or terminate the trading of Digital Assets in your account.

4.3. Consent to Access, Processing and Storage of Your Personal Data & Identity Verification. During registration for your BuckOne Inc. Account, or at any other time deemed necessary by BuckOne Inc., you agree to provide us with the information we request for the purposes of identity verification, providing BuckOne Inc. Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by law), special categories of personal data, such as your biometric information. You consent to us accessing, processing, and retaining any personal information you provide to us for the purpose of us providing BuckOne Inc. Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information if we reasonably believe it is necessary to comply with laws or regulations. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic.

You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to act we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention (e.g., KYC, CIP, Anti-Money Laundering Act, Bank Secrecy Act, etc.) or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating. We always reserve the right to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process, or governmental request. Further, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to BuckOne Inc. or its service provider for as long as you

have a BuckOne Inc. Account, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy and Cookie Policy for more information on how we process your personal data and the rights you have in respect of this.

4.4. Access. The BuckOne Inc. Services can be accessed directly using the BuckOne Inc. Site. Access to BuckOne Inc. Services may become degraded or unavailable during times of significant volatility or volume. This could result in significant support response time delays. Although we strive to provide you with excellent service, we do not represent that the BuckOne Inc. Site or other BuckOne Inc. Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. BuckOne Inc. shall not be liable for any losses resulting from or arising out of delays in processing transactions, inability to execute transactions, or lack of timely response from BuckOne Inc. customer support. For example, if you are locked out of your BuckOne Inc. Account, it is possible that the value or price of the Digital Assets in your account might go down before your access is restored. BuckOne Inc. shall not be liable for any alleged losses that you suffer from a drop in Digital Asset values or prices.

5. Payment Services, Purchase & Sale Transactions, and Credit Transactions

5.1. US Dollar (USD) Funds. You can load funds into your BuckOne Wallet from a valid bank account via ACH transfer, wire transfer, or other provided means. Your USD balance is in a pending state and will not be credited to your USD Wallet until after the bank transfer has cleared, usually within five (5) business days. We may debit your linked bank account as soon as you initiate payment. The name on your linked bank account and your wire transfer must match the name verified on your BuckOne Account.

5.2. Transactions on the BuckOne Application. When you purchase the application or transfer USD funds on the BuckOne Inc. application (which, for clarity, does not include transactions with Third Party Services (as defined below), you are purchasing the Services provided by Buck One Inc. You can purchase Supported Services (e.g., application support plans) on the BuckOne application using: (i) funds in your Digital Wallet; (ii) ACH transfer; (iii) a valid bank account in the name that matches the name on your BuckOne Inc. Account; (iv) a debit or credit card that matches the name on your BuckOne Inc. Account; or other valid payment method or coupon code (each a "Valid Payment Method"). Your purchase must follow the relevant instructions on the BuckOne Inc. application. BuckOne reserves the right to cancel any transaction not confirmed by you within five (5) seconds after BuckOne processes payment. If BuckOne Inc. cannot complete your Digital Asset Transaction for any reason (such as price movement, market latency, inability to find a counterparty for your transaction, or order size), BuckOne Inc. will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

5.3. Fees. In general, BuckOne Inc. makes money when you purchase one of the application support plans (**BuckOne Gold 7.99 USD/month, BuckOne Silver 5.99 USD/month, or BuckOne Bronze Free Access**). A description of the fees and services may be found on our Pricing and Fees Plans within the application. By using BuckOne Inc. Services you agree to pay all fees and, if applicable based on the service, a spread. BuckOne Inc. reserves the right to

adjust its pricing and fees and any applicable waivers at any time. We notify you of the final price of each transaction, inclusive of pricing and fees, when you authorize the transaction and in each receipt we issue to you. Bank fees charged to BuckOne Inc. are netted out of transfers to or from BuckOne Inc. You are responsible for paying any additional fees charged by your financial service provider in the event they charge a transaction or transfer fee.

5.4. Recurring Digital Transactions. If you initiate recurring Monetary Transactions, you authorize us to initiate recurring electronic payments in accordance with your selected Service Plan and any corresponding payment accounts, such as recurring automated clearing house (ACH) debit or credit entries from or to your linked bank account. This authorization will remain in full force and effect until you change your recurring transaction settings within the BuckOne Application, or until you provide us written notification at <https://buckone.zendesk.com/hc/en-us>. Your recurring transactions will occur in periodic installments, based on your period selection (e.g., monthly, annually), until either you or BuckOne Inc. cancels the recurring order. Recurring transactions scheduled for the 29th, 30th, or 31st day of a month will be processed the earlier of the date scheduled or on the last day of the applicable month. For example, recurring transactions scheduled for the 31st will be processed on the 30th in April, June, September, and November. Your recurring transaction will be executed within the 24-hour day on the transaction date. Transaction times may vary for subscribed service plans.

If you select a U.S. Bank Account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the ACH credit or debit will be executed on the next business day, although the Digital Asset fees at the time of the regularly scheduled transaction will apply. If your Bank is unable to process any electronic ACH debit entry, we will notify you of cancellation of the transaction and may use the remedies set forth in this User Agreement to recover any amount owed to BuckOne Inc.. You agree to notify BuckOne Inc. of any changes in your linked bank account information prior to a recurring transaction. BuckOne Inc. may, at any time, suspend or delay recurring transactions without notice or terminate recurring transactions by providing notice to you.

5.5. Credit Transaction Payments. You may use the “Make A Payment” option on the BuckOne Inc. application to authorize payments for any credit transaction with us, including any amount owing pursuant to any credit agreement you may enter with us or any of our affiliates. With this option, you can authorize us or our affiliates to make a one-time charge to your linked deposit account through the ACH network (your “Preferred Payment Method”). You may select or approve the dollar amount and transaction date for each one-time payment you authorize using your Preferred Payment Method. We and our affiliates reserve the right to limit the amount and date of these one-time charges, screen transactions, and take other steps for our own risk management and business reasons. Although we or our affiliates will try to notify you if your depository institution is unable or unwilling to process any one-time charge using your Preferred Payment Method, you agree we are not required to do, so and you are still required to make payments in the time and manner required by your credit agreement with us or any of our affiliates.

5.6. Revocation. When you give us instructions to purchase one of the BuckOne Application plans, you cannot withdraw your consent to that purchase unless the purchase is not scheduled to

occur until a future date ("Future Transaction"). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the date that the Future Transaction is scheduled to take place. To withdraw your consent to a Future Transaction, you must follow the instructions on the BuckOne Inc. application or website.

5.7. Unauthorized and Incorrect Transactions. When a transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible via our help page at <https://buckone.zendesk.com/hc/en-us> or via the Application. It is important that you regularly check your Digital Wallet and BuckOne application and your transaction history to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. Reporting an unauthorized transaction does not guarantee BuckOne Inc. will be able to reverse the transaction or reimburse you for the transaction.

5.8. Account Information. You will be able to see your Digital Wallet balances using the BuckOne Inc. application. You can also see your transaction history using the BuckOne Inc. Site, including (i) the amount (and currency) of each Transaction; (ii) a reference to the identity of the payer and/or payee (as appropriate); (iii) any fees charged; and (iv) the date of each transaction.

5.9. Reversals & Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize BuckOne Inc., in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your Digital Wallet balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel, correct, claw back, or reverse, any Digital Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), in response to a subpoena, court order, or other government order; or if we suspect the transaction may: involve money laundering, terrorist financing, fraud, or any other type of financial crime; be erroneous; or relate to a Prohibited Use or a Prohibited Business as set forth in the Prohibited Use Policy. In such instances, BuckOne Inc. will reverse the transaction and we are under no obligation to reinstate a purchase or sale order at the same price or on the same terms as the canceled transaction.

5.10. Payment Services Partners. BuckOne may use a third-party payment processor to process any payment between you and BuckOne, including but not limited to payments in relation to your use of the transactions or deposits or withdrawals from your Digital Wallet or BuckOne Application Account.

6. MAINTENANCE AND SUPPORT

6.1 The Licensor is solely responsible for providing any maintenance and support services for this Licensed Application. You can reach the Licensor at the email address listed in the App Store or Play Store Overview for this Licensed Application.

6.2 Buck One Inc. and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

7. USE OF DATA

You acknowledge that Licensor will be able to access and adjust Your downloaded Licensed Application content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and Licensor's privacy policy: <https://buckone.org>.

You acknowledge that the Licensor may periodically collect and use technical data and related information about your device, system, and application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to you (if any) related to the Licensed Application. Licensor may also use this information to improve its products or to provide services or technologies to you, if it is in a form that does not personally identify you.

8. USER-GENERATED CONTRIBUTIONS

The Licensed Application may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Licensed Application and through third-party websites or applications. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Licensed Application, and other users of the Licensed Application to use your Contributions in any manner contemplated by the Licensed Application and this License Agreement.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Licensed Application and this License Agreement.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates, any provision of this License Agreement, or any applicable law or regulation.

Any use of the Licensed Application in violation of the foregoing violates this License Agreement and may result in, among other things, termination, or suspension of your rights to use the Licensed Application.

9. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Licensed Application or making Contributions accessible to the Licensed Application by linking your account from the Licensed Application to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorize any Contributions to place them in more appropriate locations in the Licensed Application; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

10. LIABILITY

10.1 Licensor's responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensor shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages. The limitation mentioned above does not apply to injuries to life, limb, or health.

10.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this License Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

10.3 Licensor takes no accountability and responsibility in case of loss or compromise of application access, banking information, or related financial information in the event the BuckOne member (customer) does not apply reasonable precautions, or due diligence, to protect and secure the device that holds the application and/or account credentials (e.g., passwords, pin, banking information).

11. WARRANTY

11.1 Licensor warrants that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Licensed Application works as described in the user documentation.

11.2 No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined, or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Buck One INC.'s sphere of influence that affect the executability of the Licensed Application.

11.3 You are required to inspect the Licensed Application immediately after installing it and notify Buck One INC. about issues discovered without delay by email provided in Product Claims. The defect report will be taken into consideration and further investigated if it has been emailed within a period of thirty (30) days after discovery.

11.4 If we confirm that the Licensed Application is defective, Buck One INC. reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

11.5 In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify the Services Store Operator, and Your Licensed Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

11.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Licensed Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

12. PRODUCT CLAIMS

Buck One INC. and the End-User acknowledge that Buck One INC., and not the Services, is responsible for addressing any claims of the End-User or any third party relating to the Licensed Application or the End-User's possession and/or use of that Licensed Application, including, but not limited to:

- (i) Product liability claims;
- (ii) Any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and
- (iii) Claims arising under consumer protection, privacy, or similar legislation, including in connection with the Licensed Application's use.

13. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and that You are not listed on any US Government list of prohibited or restricted parties.

14. CONTACT INFORMATION

For general inquiries, complaints, questions, or claims concerning the Licensed Application, please contact:

Buck One INC., IT Department
516 Main Street
Edmonds, WA 98020
United States
<https://buckone.zendesk.com/hc/en-us>
buckadmin@buckone.org

15. TERMINATION

The license is valid until terminated by Buck One INC. or by You. Your rights under this license will terminate automatically and without notice from Buck One INC. if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

16. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

Buck One INC. represents and warrants that Buck One INC. will comply with applicable third-party terms of agreement when using Licensed Application.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," both Apple and Google and their subsidiaries shall be third-party beneficiaries of this End User License Agreement and — upon Your acceptance of the terms and conditions of this License Agreement, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

17. INTELLECTUAL PROPERTY RIGHTS

Buck One INC. and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, Buck One INC., and not the Services, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

18. APPLICABLE LAW

This License Agreement is governed by the laws of the State of Washington excluding its conflicts of law rules.

19. MISCELLANEOUS

19.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

19.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.