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You can stop using biometric authentication to sign in to the 3Nickels mobile app at any time by going to Account Settings in the 3Nickels mobile app and disabling it.

**DATA PROTECTION AND PRIVACY** We take your privacy seriously and are committed to protecting your personal information. We will not sell or rent your personal data to third parties. Our use of your personal information is governed by our Privacy Policy, which is available on our website and incorporated herein by reference.





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**WAIVER** Any waiver of or failure to enforce any right under or term or provision of these TOS by GuidedChoice shall not be deemed to be a waiver of such right or any other right, term, or provision of these TOS at any time.

**FORCE MAJEURE** GuidedChoice assumes no risk of any event, foreseeable or unforeseeable, and beyond its reasonable control, that has a material effect upon the agreed exchange contemplated herein.

**SURVIVAL** The provisions of these TOS that, by their purpose, are intended to survive the termination of the exchange contemplated herein shall so survive. Said provisions shall





include, but shall not be limited to, those provisions that include indemnification clauses, limitations on liability, and warranty disclaimers.

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**APPICABLE LAW** The TOS is entered into in Reno, Nevada and governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its conflict of laws provisions. Federal law governs copyright, patent, and trademark matters. You agree that the proper forum for claims under the TOS will be the Courts of the State of Nevada for the County of Washoe or the U.S. District Court for the District of Nevada, and you agree to submit to the jurisdiction of these courts. The prevailing party in any action will be entitled to recover reasonable expenses, including attorneys' fees.

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