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2. Follow-up, individualized responses to consumers in a particular state by an investment adviser or investment adviser representative that involve either the effecting or attempting to effect transactions in securities or the rendering of personalized investment advice for compensation, as the case may be, shall not be made without first complying with the state's investment adviser or investment adviser representative requirements, or pursuant to an applicable state exemption or exclusion.
3. For information concerning the licensure status or disciplinary history of an investment adviser representative, a consumer should contact his or her state securities law administrator.

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This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of laws provisions, sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the State of Michigan. Any cause of action you may have with respect to your use of this Web Site must be commenced within one (1) year after the claim or cause of action arises.

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### **WAIVER**

The failure by SSF to enforce any provision of this Agreement shall not constitute a waiver of any provision or right.

#### **SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

#### **CONTACT**

If you have any questions about these Terms of Use, you can contact Scott Smith Financial, Inc., 43155 Main Street, Suite. 212, Novi, MI 48375.