

TERMS OF SERVICE

"You," "Your," "User," and other similar terms refer to the Person enrolling in the Service and anyone else authorized by that Person to exercise control over the deposit of checks to that Person's account(s) held at a Financial Institution through the Service. "Service" refers to the CO-OP My Deposit Service. "Person" refers to an individual, sole-proprietorship, corporation, limited liability company, limited partnership, general partnership or other legal entity. Where the context indicates a reference to the operator of the Service, the term "Service" also means CO-OP Financial Services and third parties providing the Service. "We" means CO-OP Financial Services and third parties providing the Service. "Financial Institution" means the financial institution where your accounts linked to this Service are held. By using the Service or clicking the electronic signature "acceptance" below, you and any joint owners on your accounts connected to the Service and authorized users, jointly and severally, agree to these End User Terms and any changes hereto.

- a) **GENERAL.** The CO-OP My Deposit Service ("Service") is a remote check deposit and clearing service whereby you can log on to the CO-OP My Deposit website by clicking on a link located at your Financial Institution's website and, by using a device of your choice that will satisfactorily acquire check images ("Device"), scan paper checks to create a check image that is sent electronically to your Financial Institution for deposit to your account. Once the check images have been successfully received and processed, the funds from the checks electronically deposited will be available for withdrawal by you as provided in your Financial Institution's Funds Availability Policy.
- b) **PROCEDURE TO USE THE SERVICE.** You can enroll in the Service by completing the following steps: (a) Accept these End User Terms by clicking the electronic signature "acceptance" below; (b) At the enrollment page enter your name as it appears on the account(s) to be linked to the Service, the accurate account number(s) for these accounts; and (c) one accurate email address. You will receive an email from the Service with a confirmation code if your enrollment is approved. All enrollments are subject to your Financial Institution's approval. Upon receiving a confirmation code, you can log in at the website by entering the confirmation code, your name, and other identifying information requested. Upon verifying accuracy, you will be asked to establish a password and take other security steps. To make a deposit, you must enter your account number/member number and password, and follow the deposit processing procedures given.
- c) **OWNERSHIP.** CO-OP Financial Services is the owner or licensee of all right, title and interest in and to the CO-OP My Deposit Service and the proprietary technology used to operate the Service including, but not limited to, any accompanying User documentation, and all subsequent copies, updates or versions of the Service and documentation, regardless of the media or form in which they may exist. You may not use the Service unless you have first accepted these End User Terms.

- d) **LICENSE AND TERMINATION.** Subject to these End User Terms , you are hereby granted a personal, nonexclusive, nontransferable license to access and use the Service in accordance with these End User Terms for the sole purpose of enabling you to use and conduct authorized transactions through the Service. All rights not expressly granted to you by these End User Terms are hereby reserved by CO-OP Financial Services. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service. Any use of this service implies acceptance of these terms. If at any point in the future, you do not wish to be bound by these Terms, you must cease using the My Deposit service. This license and your access to the Service may be terminated at any time, for any reason or for no reason, by you or the Service or your Financial Institution upon written notice. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) You will immediately cease using the Service. The Service is not required to give you advance notice of termination of the license. Your access to the Service may be terminated if you do not use the Service for a reasonable period of time. Unless prohibited by law, you will be responsible for all transactions conducted using the Service under your username and password or other authenticating information until your access to the Service has been effectively terminated.
- e) **MODIFICATION OF SERVICE AND END USER TERMS.** The Service and these End User Terms may be modified, changed or discontinued at any time without prior notice. You agree that continued use of the Service constitutes your agreement to the change or modification.
- f) **USER'S WARRANTIES.** In using the Service you warrant that (a) you are at least 18 years of age and if you represent or are employed by a Person that you are authorized by that Person to use the Service and access that Person's accounts; (b) you will provide when you enroll, and maintain by updates as you use the Service, accurate, current and complete information about yourself and, if requested, all other authorized users of the Service; (c) you will only enroll for the Service for yourself and not for any other person; (d) unless approved otherwise by the Financial Institution, accounts linked to the Service are consumer accounts used for consumer purposes only and not business purposes; (e) you will not reproduce, decompile, reverse engineer, disassemble to derive the source code of, modify, unbundle, make verbal or media translations or create derivative works of the Service. If you provide inaccurate, incomplete or untruthful information or the Service reasonably suspects the information you have provided is inaccurate, incomplete or untruthful your Services may be suspended or terminated without notice at the Service's discretion. In addition with each check image transmitted you warrant that (a) only cash items drawn on financial institutions within the United States, excluding its territories, are being deposited; (b) no foreign items are being deposited; (c) you are not depositing a check that has previously been deposited whether via the Service or at an ATM or at another location and no duplicate files or items are being deposited; (d) the original check will not be deposited; (e) all items are made payable to you, all signatures on each check are authentic and authorized and that each check has not been altered; (f) each check

image being deposited is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image and the check image contains all endorsements from the original check; (g) each check image being deposited contains a record of all MICR line information required for a Substitute Check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a Substitute Check (as defined in Regulation CC) created from that check image; (h) you have complied with all rules, regulations and laws concerning the deposit; (i) your Financial Institution and the Service will not sustain a loss as a result of your deposit of a check image; (j) you are not using the Service as a conduit for money laundering or other illicit purposes; (k) there is no pending or outstanding order or judgment and there is no law or regulation that would prohibit the deposit or the transaction relating to the deposit; (l) you are not a national of a designated blocked country or "Specially Designated Nations," "Blocked Entity" or have any other designation or otherwise blocked as defined by the United States Office of Foreign Assets Control.

g) CONDITIONS FOR USING THE SERVICE

- a. If your check image cannot be processed your deposit will be rejected. Neither the Service nor your Financial Institution will be responsible for unacceptable or rejected check images. The Service or your Financial Institution may, but is not required, to review the check images deposited and your Financial Institution's or Service's failure to do so shall not serve as a waiver or release of you from any liability hereunder.
- b. When you use the Service to make a deposit, you will print a receipt of the deposit for your records. The receipt is not confirmation that the check image deposit was received and processed or credited to your account. You can confirm that your check image was processed and successfully deposited by checking your account balance or contacting your Financial Institution, or reviewing your statement from your Financial Institution.
- c. You understand and agree that check image acquiring equipment ("Device") is like any other piece of hardware and may become inoperable over time with regular usage and may require maintenance. You are solely responsible for determining whether your Device is operable, its maintenance and replacing your Device at your cost, when it becomes inoperable. You are solely responsible for the cost of the Internet service used to access the Service.
- d. You will cooperate with your Financial Institution should your Financial Institution need assistance in balancing transactions or such items will be placed in suspense pending resolution.
- e. Image quality must conform to all the generally applicable industry standards, such as the industry standard x9.37 image quality requirements, as adopted by the Federal Reserve Bank.

- f. All items deposited must be Conforming Items. Conforming Items are negotiable checks payable in US funds, are not post dated or stale dated, are properly signed, are properly endorsed, and represent funds due to account holder. Items that are not Conforming Items will not be accepted for deposit.
- g. Your Financial Institution or the Service may reject any check image for any reason in its sole discretion. The Service and your Financial Institution are not liable for and deposits will not be made with respect to (i) images not received, (ii) images that are dropped during transmission or that do not meet the aforementioned image quality standards or that do not scan properly; (iii) alterations made to images after transmission; or (iv) items that are not Conforming Items.
- h. Your Financial Institution, in its sole discretion, may set deposit limits as to the number of check images that may be transmitted during a specified time period and/or the dollar amount of items deposited. All inquiries about deposit limits as it relates to your account will be directed to your financial institution. The Service has no responsibility concerning limitations on deposits or notice to you about same.
- i. Your Financial Institution may suspend your access to the Service at its discretion and without advance notice to you. If Services are suspended, contact your Financial Institution for assistance. Your access to the Service may be immediately suspended at any time without notice to you if the Service or your Financial Institution believes fraudulent activity is or has occurred or that you have violated or are in violation of any law or these End User Terms or that suspension is necessary in order to protect the Service or your Financial Institution from harm or compromise of integrity, security, reputation, or operation.
- j. The Service or your Financial Institution shall determine, in its sole discretion, the manner in which items are cleared or presented for payment. You agree to be bound by all clearinghouse agreements, operating circulars, image exchange agreements and other documents to which your Financial Institution is a party that govern check image presentment and clearing.
- k. You will comply with all federal and state laws, rules and regulations applicable to banking transactions. You will not engage in any conduct that would violate the CO-OP Financial Services' or your Financial Institution's or any third party's rights in the Service.
- l. You will retain the original of each check scanned for a minimum of 60 days.
- m. Originals shall be securely stored prior to shredding. All checks will be destroyed by shredding no later than 90 days after scanning.
- n. Any returned items, such as an item dishonored, will be an image of the original check or a substitute check. Fees for returned items are stated in

your Financial Institution's fee schedule which has been previously provided to you and by using the Service you acknowledge receipt of the most current fee schedule from your Financial Institution.

- o. In the event the Service is inoperable, or you are unable to access the Service, or your use of the Service has been suspended or terminated, you agree to take the original checks to a designated depository or an office of your Financial Institution to physically deposit the checks.
 - p. You agree to notify your Financial Institution of any errors, omissions, or interruptions in, or delay or unavailability of the Service.
 - q. Neither the Service nor your Financial Institution will be liable for any delays in the transmission of check images or resulting from any failure in or inoperability of the Service.
 - r. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited from any other deposit accounts you have at your Financial Institution in its sole discretion.
 - s. You assume all liability to the drawer of any item imaged using the Service or liability arising from the Financial Institution's printing of any Substitute Check from those images.
 - t. You, and not the Financial Institution or the Service, performs the function of converting an original check to a Substitute Check so you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Financial Institution and Truncating Financial Institution, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a Substitute Check that clearly and accurately represents the information on the front and back of the original check. Your Financial Institution, the Service or its agents may, but shall have no obligation, to screen items or Substitute Checks for legal compliance.
 - u. You are responsible for your own activities and all activities of your authorized users including your employees, agents and representatives in connection with their use of the Service.
 - v. If you do not use the Service for six consecutive months, you will be required to accept these End User Terms prior to using the Service. In addition, you may be required at any time to confirm your acceptance of these End User Terms prior to using the Service.
- h) **ADDITIONAL TERMS APPLICABLE TO BUSINESS ACCOUNTS.** If you are using the Service to deposit items into a business account, you agree to notify Financial Institution of the following: (a) any change in a representation or statement made or furnished by you or on your behalf in your application; (b) if a material change occurs in your ownership or organizational structure

(acknowledging that any change in ownership will be deemed material when ownership is closely held); (c) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) if you are a sole proprietorship, the owner dies; (h) if you are a partnership, any general or managing partner dies; (i) if you are a corporation, any principal officer or 10.00% or more of the shareholders die; (j) If you are a limited liability company, any managing member dies; (k) if you are any other form of business entity, (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (l) If there is any change in the authorized signers for any account(s); (m) any creditor tries to take any of your property on or in which Financial Institution has a lien or security interest, including a garnishment of any of your Financial Institution accounts; (n) a judgment or judgments is entered against you that is not satisfied within thirty (30) days or stayed pending appeal; (o) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (p) an adverse change occurs in your financial condition or applicable credit histories; or (q) you are in default under any agreement for borrowed money or any other material contract. You agree to provide Financial Institution any financial records reasonably requested to determine my financial status during the term of this Disclosure and Agreement.

- i) **INDEMNITY.** You agree to indemnify CO-OP Financial Services, your Financial Institution and third party services providers for any and all liabilities, costs, losses and damages of any nature, including allocated costs of staff counsel and other attorney fees, that any of them may incur as a result of (a) any action we or your Financial Institution take on one of your transactions or which result directly or indirectly, in whole or in part, from your access to the Service and performance of transactions via the Service; (b) your breach of any of your agreements or warranties; (c) accepting a check image and providing provisional credit to your account based on the check image; (d) misconduct, fraud, criminal activity, intentional tort or negligence committed by you or any authorized user or any of your employees or representatives involving use of the Service; and (e) any transmission or instruction, whether or not authorized, acted upon by the Financial Institution, or the Service in good faith. You authorize your Financial Institution to charge your account for the amount of any demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code. Your obligation under this paragraph survives termination of this Agreement. Without limiting the generality of the foregoing, we and your Financial Institution are excused from failing to act or delay in acting, and any

- failure or delay does not constitute a breach of this Agreement or otherwise give rise to any liability by us if (i) the failure or delay arises out of legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute or other causes beyond our or your Financial Institution's control, or (ii) we or your Financial Institution believe its respective action would violate any guideline, rule or regulation of any government authority.
- j) **YOUR FINANCIAL INSTITUTION'S FUNDS AVAILABILITY POLICY.** Your Financial Institution has provided you with its current Funds Availability Policy. By clicking the electronic signature "acceptance" below you acknowledge and agree that you have received and reviewed your Financial Institution's Funds Availability Policy and by using the Service you accept its terms. You agree that the Service is not responsible for making funds from your deposits available to you and the Service has no liability to you for funds availability from deposits made through the Service.
- k) **ACCOUNT RECONCILIATION.** You will verify and reconcile any out-of-balance condition and promptly notify your Financial Institution of any errors within the time periods and pursuant to the procedure established by your Financial Institution in your account agreement with your Financial Institution. The Service is not responsible for correcting errors and you agree not to contact the Service concerning errors. If notified within such period, the Financial Institution will correct and resubmit all erroneous files, reports, and other data at the Financial Institution's then standard charges, or at no charge, if the erroneous report or other data resulted from the Financial Institution's error.
- l) **EXCEPTION ITEMS.** Your Financial Institution may reject any electronic image that your Financial Institution, in its sole discretion, determines to be ineligible for the Service ("Exception Item"). Your Financial Institution will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to your account, that you will only do so by depositing the original item on which the Exception Item is based. You agree that even if the Financial Institution does not initially identify an electronic image as an Exception Item, the Substitute Check created by the Financial Institution therefrom may be returned to your Financial Institution because, among other reasons, the electronic image is deemed illegible by a paying financial institution. Financial Institution's failure to identify an Exception Item shall not preclude or limit your obligation to your Financial Institution.
- m) **RETENTION OF CHECK IMAGES.** Your Financial Institution will retain Substitute Checks for seven (7) years.
- n) **SERVICE AVAILABILITY.** Neither the Service nor your Financial Institution shall be liable to you for any loss or damage you suffer due to an interruption in the Service or resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Service or your Financial Institution.

- o) **THIRD PARTY LINKS.** The Service may contain links to third party services and web sites. The Service makes no representations or warranties concerning third party services or web sites and you access and use those services and web sites at your own risk.
- p) **CONFIDENTIALITY.** You will exercise due care in preserving the confidentiality of any user identification, password or other authentication method required to use the Service and you agree to prevent the use of the Service by unauthorized persons. You assume full responsibility for the consequence of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you or an authorized user.
- q) **SERVICE RESPONSIBILITIES AND LIMIT OF LIABILITY.** In providing the Service, we shall be entitled to rely solely on the information, representations, and warranties provided by you in these End User Terms, and we shall not be responsible for the accuracy or completeness thereof. We shall only be responsible for providing the Services as stated herein and we shall only be liable for our own gross negligence or willful misconduct, subject to the following limit. Our liability for our own gross negligence or willful misconduct is limited to direct money damages actually incurred by you in an amount not exceeding the amount of the transaction; provided, however, that under no circumstances will you be permitted a double-recovery from the Service, your Financial Institution or any third party for your damages.
- r) **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND EFFORT IN USING THE SERVICE IS WITH YOU. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED IN THESE END USER TERMS, NEITHER THE SERVICE NOR THE ANY THIRD PARTY SERVICE PROVIDER NOR YOUR FINANCIAL INSTITUTION IS RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN, OR ANY INFORMATION RESULTING FROM, YOUR USE OF THE SERVICE. NEITHER THE SERVICE NOR ANY THIRD PARTY SERVICE PROVIDER NOR YOUR FINANCIAL INSTITUTION MAKES ANY WARRANTIES AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICE AND YOUR FINANCIAL INSTITUTION UNION DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS**

AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS AND YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. We shall not be responsible for your acts or omissions in using the Service nor the acts or omissions of any other person or entity, including without limitation, any Federal Reserve financial institution, automated clearing house or transmission, information or communications facility, any receiver, beneficiary, intermediary financial institution or receiving depository financial institution and no such person shall be deemed to be an agent of the Service.

- s) **DISCLAIMER OF CERTAIN DAMAGES.** IN NO EVENT SHALL THE SERVICE OR YOUR FINANCIAL INSTITUTION OR ANY THIRD PARTY PROCESSOR OR THEIR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE END USER TERMS, THE SERVICE, AND THIRD PARTY PROCESSORS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.
- t) **LIMIT OF LIABILITY.** (a) Unless your Financial Institution fails to exercise due care in the handling your confidential information, your Financial Institution shall not be liable to you for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service. Notwithstanding the foregoing, under no circumstances will the Service, or any third parties, have any liability to you for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service or disclosure of any confidential information about you or your instructions by anyone you authorize to use the Service. Unless otherwise expressly stated in these End User Terms, your Financial Institution shall only be liable for its own gross negligence or willful misconduct in connection with the subject matter hereof, subject to the following limitation: Your Financial Institution's liability for its gross negligence or willful misconduct is limited to direct money damages actually incurred by you in an amount not exceeding the amount of the transaction. Your Financial Institution and the Service will not have joint liability to you and each will only be liable for its own gross negligence or willful misconduct as expressly stated herein. (b) Except as specifically provided in these End User Terms or where the law requires a different standard, you agree that neither we nor any Internet or commercial on-line access or browser provider (such as America Online, CompuServe, Netscape or Microsoft, collectively called "Service Providers") shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Financial Institution, or by

any service provider or by an agent or subcontractor of any of the foregoing. Nor shall we or a service provider or Financial Institution be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or Internet browser or access software used in connection with the Service. Neither we nor any service provider of the Financial Institution are responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through the Service which are actually received by us. Except as otherwise stated in these End User Terms or as required by law, our entire liability and the liability of any service provider and your Financial Institution and your exclusive remedy with respect to the Service is the replacement of any browser or software, if any, provided by us to you. You are solely responsible for the selection, installation, maintenance and operation of your computer, software and connection to an Internet Service Provider.

- u) **EXPORT RESTRICTIONS.** You understand that access to the Service and your browser software will require encryption capabilities that may be subject to strict export license requirements prior to export from the U.S. The Service does not provide browser software which you must obtain directly from the manufacturer. You agree that you will not download, ship, transfer or export any browser software or other software or technical data for use with the Service or download any service provider's direct product into any country or use same in any manner prohibited by the United States Export Administration Act or the requirements of the Export Administration Regulations (15 CFR Parts 730-774) (the "EAR") or any other regulation, law or Executive Order. In particular, but without limitation, the foregoing may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. Further, you agree that you and your Users will not use the Service from any country to which the U.S. has embargoed goods. You will advise anyone you authorize to use the Service of these export limitations and be responsible for any violations caused by them. Your obligations under this provision shall remain in effect after termination of this Agreement.
- v) **INFORMATION WE SEND YOU.** Any information you receive from the Service electronically is provided on a best-efforts basis and is believed to be reliable, but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information, or any investment or other decision you make using this information. Any notice we send you, whether orally, electronically or in writing, is effective when sent to you.
- w) **MISCELLANEOUS.** These End User Terms, constitutes the entire agreement between you and the Service and your Financial Institution concerning the subject matter hereof. These End User Terms will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws

pertaining to conflict of laws. If any provision of these End User Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to the Service and these End User Terms are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

- x) **FORCE MAJEURE.** Neither the Service nor your Financial Institution nor any third party processor nor their agents shall be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the aforementioned party's reasonable control.
- y) **ENFORCEMENT.** You agree to be liable to the Service and the Financial Institution for any liability, loss, or expense as provided in this Agreement that the Financial Institution or the Service incurs as a result of any dispute involving your accounts or services. You authorize the Financial Institution to deduct any such liability, loss, or expense from your account without prior notice to you. In the event a party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.
- z) **WAIVER.** Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.
- aa) **ELECTRONIC SIGNATURE.** This Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "I Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "I Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form.
- bb) **RELATIONSHIP WITH OTHER AGREEMENTS.** The terms of this Agreement apply only to the Service. The terms of other disclosures and agreements between

you and Financial Institution, as may be amended from time to time, remain effective for all other aspects of your accounts with Financial Institution.