

## UNITUS COMMUNITY CREDIT UNION

### REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

This Agreement governs the use of Remote Deposit Capture Services offered through Unitus Community Credit Union (“Unitus”, “Credit Union”, “we”, “our”, “us”) by members (“you”, “your” or “User”). Your Application for use of the Remote Deposit Capture Services, our notification of approval of your application, and your Unitus Membership and Account Agreement are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and your Application, our approval, or the Membership and Account Agreement, this Disclosure and Agreement will control. Your share/deposit accounts are governed by the terms of the Unitus Account Agreement and Disclosures.

#### 1. ACCEPTANCE OF AGREEMENT.

**a. Accepting this Agreement.** By clicking “I Agree” when you register for Remote Deposit, you agree to the terms and conditions of this Agreement. Additionally, by using Remote Deposit, you also agree to the terms and conditions of the Cyber Connection Internet/Remote Deposit Agreement, including the Regulation E Disclosures on Electronic Fund Transfers which is incorporated herein by reference.

**b. Description of Service.** Following receipt of our notification approving your use of the Services, you are authorized by us to remotely deposit paper checks you receive to your account with us (the “Account”) by electronically transmitting a digital image of the paper checks to us for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. The hardware and software requirements for use of the system are set forth in the “[System Requirements](#)”. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You understand that any amount credited to your Account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

**c. Use of Services.** Remote Deposit will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Remote Deposit before you actually do so, and you use Remote Deposit in accordance with the instructions posted on our Web site. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Remote Deposit software (“Software”). In the event we change or upgrade Remote Deposit, you are responsible for making sure you that you upgrade the Software and understand how to use Remote Deposit as changed or upgraded. We will not be liable to

you for any losses caused by your failure to properly use Remote Deposit or your Mobile Device.

**d. Remote Deposit Service Conditions.**

i. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Remote Deposit. These difficulties may result in loss of data, personalization settings or other Remote Deposit interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Remote Deposit.

ii. You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to us at Unitus Community Credit Union, PO Box 1300, Portland, OR 97207. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. However, we will email notification of items that are rejected by the next business day following rejection.

iii. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or network which you utilize to access Remote Deposit.

iv. You agree to exercise caution when banking on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

v. Financial information shown on Remote Deposit reflects the most recent account information available through Remote Deposit, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon.

**e. Third Party Beneficiary.** You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, in Sections 3 and 4 of this Agreement, below, and such service providers are, for the purposes of those sections, third party beneficiaries to this Agreement, with the power to enforce those provisions against you, as applicable.

**f. Changes or Cancellation.** You may cancel your participation in Remote Deposit by calling us at 503-227-5571 or toll free at 1-800-452-0900. We reserve the right to change or cancel the Remote Deposit service at any time without notice. We may also suspend your access to Remote Deposit at any time without notice and for any reason, including but not limited to, your non-use of Remote Deposit. You agree that we will not be liable to you or any third party for any discontinuance of Remote Deposit.

**g. Relationship to Other Agreements.** You agree that when you use Remote Deposit, you will remain subject to the terms and conditions of all your existing agreements with

us or any service providers of yours, including service carriers or providers (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Remote Deposit (for example, your mobile service carrier or provider may impose data usage charges for your use of or interaction with Remote Deposit, including while downloading the Software, or other use of your Mobile Device when using the Software or other products and services provided by Remote Deposit), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Remote Deposit, you will contact us directly.

## **2. REMOTE DEPOSIT SOFTWARE LICENSE AGREEMENT.**

Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license (“License”) to use the Software on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software to that new or different Mobile Device. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Software or the service, (ii) copy or reproduce all or any part of the Software or the service; or (iii) interfere, or attempt to interfere, with the Software or the service. This License shall be revoked immediately upon (i) your termination of Remote Deposit in accordance with this Agreement; (ii) your deletion of the Software from your Mobile Device; or (iii) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device. The provisions of Sections 3 and 4 of this Agreement shall survive revocation of the License.

## **3. YOUR OBLIGATIONS.**

When you use Remote Deposit to access accounts, you agree to the following:

**a. Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Remote Deposit. You represent and agree that all information you provide to us in connection with Remote Deposit is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Remote Deposit. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate through Internet Banking.

**b. Proprietary Rights.** You are permitted to use content delivered to you through Remote Deposit only in connection with our Home Banking or Mobile Banking services. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Remote Deposit technology, including, but not limited to, any Software or other mobile device applications associated with Remote Deposit.

**c. User Conduct.** You agree not to use Remote Deposit or the content or information delivered through Remote Deposit in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Remote Deposit to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Remote Deposit; (i) interfere with or disrupt the use of Remote Deposit by any other user; or (k) use Remote Deposit in such a manner as to gain unauthorized entry or access to the computer systems of others. You agree to use Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations.

**d. No Commercial Use or Re-Sale.** You agree that Remote Deposit is for personal use only. You agree not to resell or make commercial use of Remote Deposit.

**e. Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of Remote Deposit software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

#### **4. MOBILE DEPOSIT TERMS AND CONDITIONS.**

**a. Mobile Deposit.** Mobile deposit allows you to make deposits to your accounts using compatible and supported mobile devices. You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling the financial transaction requested in connection with a Mobile Deposit. We shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to Mobile Deposit.

##### **b. Your Responsibility for Mobile Deposit.**

**i. Funds Availability.** You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Portland, Oregon. There may be additional holds on deposited items as set forth in the Credit Union's [Funds Availability disclosure](#), as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by Mobile Deposit are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the scanning and transmitting of checks does not constitute receipt by the Credit Union. Acknowledgment of receipt or delivery does not constitute an

acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available.

ii. **Deposit Requirements.** You agree that you will only use Mobile Deposit to deposit checks drawn on financial institutions within the United States in U.S. dollars. You must deposit checks all other checks not meeting this description in person, at the Credit Union, via night drop, U.S. Mail or other contractually acceptable method. You agree that each check you submit for deposit through Mobile Deposit will meet any image quality standards we establish from time to time.

iii. **Deposit Acceptance.** You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of Checks from you by Mobile Deposit. In the event that Mobile Deposit is interrupted or is otherwise unavailable, you may deposit checks in person at the Credit Union or via night drop, U.S. mail or other contractually acceptable method.

iv. **Rejection of Deposit.** We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

v. **Responsibility for Imaging.** You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with using Mobile Deposit. We shall not be responsible for providing or servicing any mobile device.

vi. **Check Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you must endorse the back of the original check. The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

vii. **Check Retention & Destruction.** You understand and agree that all deposit items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged items for deposit to your account, the Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed. You shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high

degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via Mobile Deposit) and (ii) unauthorized use of information derived from the original checks. If you are using the Service to deposit items into an account in the name of a Business to which you are a party, you understand this means the original check(s) must be accessible only by your authorized personnel. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.) You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

viii. **Financial Responsibility.** You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Mobile Deposit. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of Mobile Deposit. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access Mobile Deposit properly in a manner prescribed by the Credit Union or for your failure to supply accurate input information.

ix. **Items Returned Unpaid.** With respect to any item that you transmit to us for remote deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account.

x. **Account Reconciliation.** You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the error resolution periods established in the Credit Union's Regulation E disclosure after receipt of our statement or other account history from the Credit Union. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

xi. **Email Address.** You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items.

**c. Conditions & Limitations of Mobile Deposit.**

i. **Presentment Prohibitions.** You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check (as that term is defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229) that has already been presented for deposit via any deposit service or (ii) any

original check, the Substitute Check of which has already been presented for deposit via any deposit service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. 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 by the Credit Union from any other share/deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you, and not the Credit Union, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using Mobile Deposit or liability arising from the Credit Union's printing of any substitute check from those images.

ii. Your Representations and Warranties. You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to Mobile Deposit transactions, including those of the National Automated Clearing House for ACH transactions, as well as all laws pertaining to the conduct of your business if applicable; (ii) that all Checks imaged through Mobile Deposit are made payable to you; (iii) that all signatures on each check are authentic and authorized; (iv) that each check has not been altered; (v) that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations; (vi) that each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without alteration, and the drawer of the check has no defense against payment of the check, (vii) that the amount, the payee, and endorsement(s) on the original check are legible, genuine, and accurate; (viii) that you will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item the Credit Union has already paid; (ix) that other than the digital image of an original check that you remotely deposit through our Services, there are no other duplicate images of the original check; (x) that you have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check; (xi) that you are authorized to enforce each item transmitted or you are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item; (xii) that the information you provided in your Application remains true and correct and, in the event any such information changes, you will immediately notify us of the change; (xiii) that you have not knowingly failed to communicate any material information to us; (xiv) that you have possession of each original check deposited using the Services and no party will submit the original check for payment; and (xv) that Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages, loss, costs, expenses (including attorneys' fees) or other harm arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach

of warranty claim under the provisions of the Uniform Commercial Code. This indemnity will survive termination of your Account and this Agreement.

iii. **Securing Images on Mobile Devices.** When using SnapCheck, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

iv. **Guarantee Specific to Deposits Received for Credit to a Business Account.** Your use of the Services for the purpose of depositing to a Business Account constitutes your understanding and agreement that you may be personally liable for any expenses we incur in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with the Credit Union enforcing this Guarantee. This Guarantee shall benefit the Credit Union and its successors and assigns.

v. **Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

vi. **In Case of Errors.** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below.

Telephone us at: 503-227-5571 or 1-800-452-0900

vii. **Limitations on Frequency and Dollar Amount.** You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by us.

viii. **Unacceptable Deposits.** You understand and agree that you are not permitted to deposit the following items using the Services:

- (1) Any item drawn on your account or your affiliate's account.
- (2) Any item that is stamped with a "non-negotiable" watermark.
- (3) Any item that contains evidence of alteration to the information on the check.
- (4) Any item issued by a financial institution in a foreign country.

- (5) Any item that is incomplete.
- (6) Any item that is “stale dated” or “post dated.”
- (7) Savings Bonds
- (8) Any third party items (items not originally made payable to you)
- (9) Substitute check or IRD

**d. Credit Union’s Obligations.**

i. Financial Data. We will transmit all the financial data under our control required to utilize Remote Deposit selected by you and to act on appropriate instructions received from you in connection with Remote Deposit. We shall exercise due care in seeking both to preserve the confidentiality of the username, password, or other code or identifier and to prevent the use of Remote Deposit by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings,) shall constitute fulfillment of its obligation to exercise due care. We will retain any substitute checks we generate for seven (7) years.

ii. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for Mobile Deposit (“Exception Item”) including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items via email. You agree that if you wish to attempt to deposit any Exception Item to any account with the Credit Union, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank.

iii. Change in Terms. We may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change constitutes your acceptance of the change.

**e. Termination of the Services.** You may, by written request, terminate the Services provided for in this Disclosure and Agreement. We may terminate your use of the Services at any time upon written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

**f. Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**g. Governing Law.** You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Oregon, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Oregon.

**h. Periodic Statement.** Any remote deposits made through the Services will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Services by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

**i. Limitation of Liability.** You understand and agree that we are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

**j. Disclaimer of Warranties.** You acknowledge that the service is provided on an “as is” and “as available” basis. We are not responsible for any errors or omissions in or to any information resulting from your use of the service. We make no warranty and expressly disclaim all warranties on equipment, hardware, software or internet provider service, or any part of them, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose and noninfringement. Without limiting the generality of the foregoing, we 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 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. You hereby assume all risks relating to the foregoing. The financial institution is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or the financial institution’s use of any of them or arising in any way from the installation, use, or maintenance of your mobile phone hardware, software, or other equipment.

**k. Confidentiality.** You acknowledge and agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, “Confidential Information”) may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

**l. Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or

condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**m. Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

## **5. SERVICE CHARGES.**

All charges associated with the Services are disclosed in our [Fee Schedule](#). However, you agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Remote Deposit. In the future, we may add to or enhance the features of Remote Deposit. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.