



THE POLICE CREDIT UNION ONLINE BANKING AGREEMENT, ELECTRONIC NOTIFICATION DISCLOSURE & MOBILE DEPOSIT TERMS AND AGREEMENT

Before you begin setting up access and using our online banking services; please take a moment to review these Term of Use ("Terms"). These Terms are an agreement between you and The Police Credit Union of California (The Police Credit Union, "Credit Union") for access to our online banking services and to receive agreements, alerts, notifications and disclosures electronically.

REGISTRATION FOR THE POLICE CREDIT UNION ONLINE BANKING

Acceptance of Terms. When you click on the "I Accept" button below, you agree to these Terms and reviewed the agreements and disclosures in their entirety. If you do not agree to all of these Terms, click on the "I Do Not Accept" button below. If you do not accept these Terms, you will not be entitled to access online banking. The Police Credit Union online banking reserves the right at our discretion to make changes to these Terms. Upon any change The Police Credit Union Online will notify you by electronic mail, or by a link to or posting of the new or different Terms. You agree to accept electronic communications, links to and/or postings of any revised Terms and that such electronic communications, links and/or postings constitute notice to you of any new or different Terms. Your continued use of The Police Credit Union online banking services constitutes acceptance of the changes and an agreement to be bound by these Terms, as amended. If you do not agree to the changes, you agree to discontinue your use of The Police Credit Union online banking.

When using or accessing services offered through third party service providers, you will be subject to terms posted by those service providers. Use of their services, or acceptance of their terms of service, as the case may be, signifies your agreement to their terms and conditions of service.

Services. Within The Police Credit Union online banking are personal financial management services that allow members to consolidate and manage their information on the web, make online bill payments from their checking account to managed electronic and unmanaged paper payees, access online banking information at other financial institutions they may have and transfer funds to them electronically. With The Police Credit Union, online banking, users may view, maintain and share information stored at various financial web sites by adding External Accounts. Mobile Banking allows access to The Police Credit Union online banking via your cell phone or other web enabled device(s).

Service Limitations. The Police Credit Union online banking and associated services are provided "AS IS", without warranties of any kind. The Police Credit Union is not responsible for timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings with regards to the services being provided by The Police Credit Union, our service providers, or other third parties services that you might access when using online banking.

Service Changes and Discontinuation. The Police Credit Union reserves the right to change or discontinue, temporarily or permanently, online banking services at any time without notice. You agree that The Police Credit Union will not be liable to you or any third party for any modification or discontinuance of online banking or associated services. The Police Credit Union reserves the right to alter features, licensing terms, or other characteristics of any version of The Police Credit Union online banking that it releases.

Cancellation. You may cancel your online banking user registration at any time by calling (415) 564-3800 or (800) 222-1391. Upon confirmation of your request, your Credit Union online banking account will be cancelled. Please keep in mind that extended periods of inactivity may also result in your online banking account being cancelled. If you use the Bill Pay service and your service account is suspended or cancelled, be aware that this may result in any Scheduled Payments also being suspended or cancelled.

Additional Terms and Conditions. For the benefit and security of our users, and to comply with applicable laws, any conduct that violates any Terms or Conditions of this agreement may be grounds for termination of your Credit Union online banking services account. For this reason, we ask that you carefully read and follow them.

Provide Accurate Information. You agree to provide true, accurate, current, and complete information about yourself and your accounts maintained at other web sites, as requested in The Police Credit Union online banking registration and account setup. You agree to not misrepresent your identity or your account registration information. Accurate records enable us to provide the Credit Union online banking services to you. You agree to keep your registration and account information up to date and accurate. Failure to provide accurate and complete information during registration may prohibit the use of the Credit Union online banking services or result in errors in your requested Bill Payments. You also certify that any payment account you register with The Police Credit Union online banking is issued in your name and is an account that you are authorized to use. This registration information may include your passwords and user names for the third party web sites, such as your Merchant Payee, banks, or credit card services. The Police Credit Union (including its service



providers and agents) and the Processor Bank(s) will have access to this information and use this information for providing Credit Union online banking services and accessing Merchant Payee web sites and other web sites on your behalf.

Contacting You. You agree that we may contact you using any contact information related to your Account(s). We may use any means to contact you. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages, and calls to your cell phone. You are responsible for any service provider charges as a result of contacting you. You agree to promptly notify the Credit Union if you change any contact information you provided. This includes your name, mailing address, email addresses, or phone numbers. If you have a joint Account, a notice to one of you will serve as a notice to both of you.

Guard Your Password. You will choose a password when registering. You are responsible for maintaining the confidentiality of your password and account. You are fully responsible for all activities that occur using your password or account. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's password at any time.

Obey the Law. You agree not to use The Police Credit Union online banking services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others) invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

Restrictions on Commercial Use or Resale. Your right to use The Police Credit Union online banking is personal to you; therefore, you agree not to resell or make any commercial use of The Police Credit Union online banking.

Proprietary Rights. You acknowledge and agree that The Police Credit Union and/or its licensors or suppliers own all rights to this Website. The content displayed on the site and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with The Police Credit Union online banking services. You are only permitted to use any the foregoing as expressly authorized by these Terms and otherwise by The Police Credit Union online banking. You may not copy, reproduce, distribute, or create derivative works from any content. Further, you agree not to reverse engineer or reverse compile any technology associated with The Police Credit Union online banking services, including but not limited to, any software applications or Java applets associated with The Police Credit Union online banking and its services.

User Name and Password Privacy. The Police Credit Union employees do not have access to your third party site usernames and passwords. Furthermore, no Credit Union employee will ever be able to view or retrieve your online banking password, except with your explicit permission as part of customer service efforts.

THE POLICE CREDIT UNION ELECTRONIC NOTIFICATION DISCLOSURE

Electronic notices will contain all the same information as paper notices. You have the same opportunities to contact us about any errors or problems.

Acceptance of Terms. This agreement is a contract that establishes the rules covering your receipts of notices for your accounts at The Police Credit Union (THE POLICE CU). By entering into this agreement, you accept all of the terms and conditions contained herein.

Acknowledgement of Disclosures. By signing up for Electronic Notices, you elect and authorize The Police Credit Union to begin electronic delivery of your Account Notices, as well as, notices we are required to provide under applicable Federal and State statutes. You will be able to view and print your alert notices after you access your account via our online banking platform and entering your secure password. You agree not to make your password available to anyone who is not authorized to sign on your account. In addition, you have and will maintain a printer capable of printing any disclosures or account notices that are made available to you.

Your Right to Terminate. You may cancel your Electronic Notice service at any time by providing us with a request in writing by email, fax or by mail as well as from the Member Services section on the Credit Union online banking platform. Your request will take no longer than fifteen (15) days to become effective from the date we receive the request. If you cancel Electronic Notices, we will resume sending you a notice via regular mail. Termination of this agreement to receive Electronic Notices may impact your ability to access, use and conduct transactions on some or the entire Credit Union online banking platform.

Our Right to Terminate. You agree that we can terminate Electronic Notice service and provide you with mailed notices for any reason at any time.



THE POLICE CREDIT UNION ONLINE BANKING MOBILE BANKING AND ALERTS SERVICE DISCLOSURE

Mobile Banking Service. The optional Mobile Banking Service allows you to perform various functions, including viewing account balances and transaction information, bill payments and transferring funds.

Alerts Service. The optional alerts service allows you to receive various types of alerts concerning the accounts that you select via email and/or text message to your wireless device.

Equipment Requirements. You must have email access and/or mobile text messaging capability. Expanded functionalities are available to users with web-enabled wireless devices, or through third-party software which may be downloaded to compatible wireless devices or which is pre-loaded on certain devices available through select wireless providers. You are solely responsible for your choice of equipment, wireless carriers, internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.

Fees. The Mobile Banking and Alerts services themselves are provided free of charge to Credit Union members, however, normal account fees continue to apply and your wireless or internet service provider may charge additional fees to access the services.

Security. We do not "store" confidential or sensitive information such as User IDs, Passwords or Account numbers on your wireless device in connection with the Services. You should safeguard your wireless device, as well as your User ID and Password, against loss or theft. You should delete any alerts or other text messages sent or received in connection with either Service. We have no responsibility or liability to you or any other person in connection with any such messages you choose to save on your wireless device. If your device is lost or stolen, report it immediately to your wireless provider. Except as provided in the Agreement, we have no responsibility or liability if someone else learns your User ID and Password and uses it to access the Service. Please see the Online Banking Electronic Funds Transfer Disclosure and Agreement for important information about your rights and responsibilities in connection with consumer fund transfers, including instructions for reporting suspected errors, unauthorized transfers or the loss or theft of your User ID and Password.

Changes in Service/Service Unavailability. We may add, modify or discontinue any Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments, or changing the terms and conditions governing either Service. We will provide notice to you of any change or termination of either Service. We may also temporarily suspend your use of either Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

Provisions Applicable to Alerts. You are responsible for providing accurate contact information to receive alerts. The information in any Alert may be subject to certain lag times or delays in transmission, and we make no representation concerning either the currency or accuracy of any alert. Alerts are provided as a convenience only, and should never be considered as an official bank record or as a substitute for the information contained in your periodic statements.

Licensing for Users of Third-Party Software. If you access The Police Credit Union Online Mobile Banking service through software downloaded to or pre-loaded on your wireless device, you agree The Police Credit Union and the third-party software providers reserve all rights to the copyrighted software not expressly granted herein. Neither the software licensor nor the wireless network provider is responsible for any of the materials, information, and financial products or services made available to you via the Software.

THE POLICE CREDIT UNION ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT

The Police Credit Union Electronic Funds Transfer Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governs, among other things, the use of The Police Credit Union online banking for the electronic transfer of funds from your account(s). All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). This agreement is incorporated by this reference and becomes a part of The Police Credit Union's Electronic Services Agreement and Disclosure effective 2015. All other terms and conditions of your Electronic Funds Transfer Disclosure and Agreement, as amended, remain in force.

By accessing The Police Credit Union online banking, you acknowledge electronic receipt of The Police Credit Union Electronic Funds Transfer Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. This agreement was provided to you at the time you opened your account, and is available by clicking on the "About Your Accounts" link



on our website www.thepolicecu.org. You understand that The Police Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

Who is Bound by This Agreement. Each person (“Account Owner”) who completes the registration process for The Police Credit Union online banking and/or signs on to The Police Credit Union online banking agrees to be bound by the terms and conditions of this Agreement. All Account Owners who access The Police Credit Union online banking agree to be jointly and severally liable. The Credit Police Union can waive or delay enforcement of its rights as to one Account Owner without affecting its ability to enforce its rights as to the other Account Owner(s). The Agreement is also binding upon your heirs, personal representatives and successors. By accessing The Police Credit Union online banking, or authorizing anyone else to access the system, you agree to be bound by the terms and conditions of the Agreement.

Right to Receive Documentation of Transaction. You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case, you will receive a statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (415) 564-3800 or (800) 222-1391 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

How to Notify the Credit Union in the Event of an Unauthorized Transaction. If you believe your account access credentials, password or PIN number(s) has been lost, stolen, or someone has transferred or may transfer money from your account without your permission, call us at (415) 564-3800 or (800) 222-1391 immediately.

If you believe a transfer has been made using information from your check without your permission, you should also call the number(s) above or write to:

The Police Credit Union
P.O. Box 1087
San Bruno, CA 94066

Your Liability for Lost, Stolen or Unauthorized Transactions Involving Your Access Credentials. Tell us AT ONCE if you believe your Access Credentials, password, or PIN has been lost or stolen, or if you believe that an electronic transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Access Code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Access Code, and we can prove that we could have stopped someone from using your Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

Business Days. For purposes of these disclosures, our business days are Monday through Friday, excluding Credit Union/banking holidays.

Access Credentials. Combination of member number or user name, and password or PIN Numbers set up at the time you registered for The Police Credit Union online banking.

Charges. Any charges associated with our Online Banking electronic funds transactions are disclosed in our Fee Schedule which was included with the disclosures you received when you opened your account and is available on the Credit Union website at www.thepolicecu.org. The Police Credit Union reserves the right to amend the Fee Schedule at any time.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction; or
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.



Address Change. You are required to keep the Credit Union informed of your current mailing address and physical address, if different.

Amendments. The Police Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice, or by notification via electronic mail, or by a link to or posting of the new or different Terms. You agree to accept electronic communications, links to and/or postings of any revised Terms and that such electronic communications, links and/or postings constitute notice to you of any new or different Terms. Your continued use of The Police Credit Union online banking constitutes acceptance of the changes and an agreement to be bound by these Terms, as amended. If you do not agree to the changes, you agree to discontinue your use of online banking. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty days (30) prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of The Police Credit Union's systems, and/or security of The Police Credit Union online banking, or designated account(s).

Termination. You may terminate this Agreement with us at any time. The Police Credit Union reserves the right to terminate this Agreement and/or your use of The Police Credit Union online banking services with or without cause. We may do so immediately if:

- a) you or any authorized user of your account breaches this or any other agreement with The Police Credit Union;
- b) we have reason to believe that there has been or might be an unauthorized use of your account; or
- c) you or any authorized user of your account requests that we do so.

Attorney's Fees. You agree to pay The Police Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

Additional Benefit Enhancements. The Police Credit Union may from time to time offer additional services to you in connection with your account(s). Some services may be at no additional cost to you and others may involve a specified fee. You understand that The Police Credit Union is not obligated to offer such services and may withdraw or change them at any time.

Reservation of Rights. Failure or delay The Police Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and The Police Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements. Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with The Police Credit Union.

Severability. If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

THE POLICE CREDIT UNION MOBILE DEPOSIT TERMS AND AGREEMENT

The Police Credit Union's ("TPCU's") Mobile Deposit ("Service") enables accountholders ("you", "your") to deposit checks into eligible deposit accounts using suitable mobile electronic devices. Other agreements you have entered into with TPCU, including TPCU's Online Banking and Account Agreement and Disclosures, are incorporated by this reference and made a part of this Mobile Deposit Terms and Agreement ("Agreement").

Service. Mobile Deposit is designed to allow you to deposit checks to savings and checking accounts within a designated membership by using an electronic device to capture and transmit check images to TPCU or TPCU's designated processor.

Eligibility. To enroll and use the Service, you must maintain an active membership with open deposit accounts in good standing and be at least 18 years old. TPCU reserves the right to revise eligibility criteria at any time without notice. Further, TPCU may change, suspend or discontinue Service at any time.

Check Requirements. All transmitted check images must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer including complete and accurate MICR information, date, amount, maker signature and endorsement. Checks must be made payable to an accountholder, must be drawn from a United States ("U.S.") financial institution in U.S. currency and be and may not have been previously presented for payment through any channel. The endorsement should include your signature and the following restrictive endorsement, "For Mobile Deposit Only at TPCU", on the back side of the check in the space nearest the trailing edge. The image quality for the check must 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. Non-check items such as bonds, checks drawn on foreign institutions, checks made in foreign currency, and drafts are not eligible for the Service.

Deposit Limits. Limits may be placed on the dollar amount and/or the number of checks or the number of deposits and are subject to change. The current daily dollar limit is \$10,000 per day, \$10,000 per week and \$50,000 per month. Attempts to make deposits in excess of this limit may be rejected.

Funds Availability. Checks transmitted through the Service are not subject to the funds availability requirements of Federal Regulation CC. Provisional credit for deposits made through the Service are generally made available on the business day following the day of deposit, however, funds may be held for longer periods. Funds on hold will show in the account balance and will earn dividends based on account terms but are not available to pay any checks written from the account, make bill payments, or pay other debits against the account. TPCU will notify you if funds will be held more than two (2) business days (all days are business days except Saturdays, Sundays, federal holidays and days we are not open). Deposits received before 6:00 PM Pacific Standard Time (PST) on a business day will be considered deposited on that same day. Deposits received after 6:00 PM PST and deposits not received on a business day will be posted as of the next business day.

Disposal of Transmitted Checks. You must securely store each original check for a period of at least thirty (30) days after transmission. During this timeframe, the original check must be accessible. After such period expires, you agree to destroy the original check in such a manner to ensure all information is no longer legible and the item cannot be presented for payment again. You are responsible for any loss caused by a failure to secure the original checks or to properly destroy original items.

Hardware and Software Requirements. In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software. If an application is available for your device, your device meets the hardware and software requirements. TPCU is not responsible for any third party hardware, software or services needed to use the Service or any third party fees or costs. Any such hardware, software or service is subject to the terms and conditions of any agreement made with that third party. TPCU may provide some support related to the Service, however, the software provider is ultimately solely responsible for any issues concerning the software.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in TPCU's sole discretion as allowed by law.

Business Accounts: The Service is intended for consumer use only. You agree to provide any financial records reasonably requested to determine the financial status during the term of this Agreement. You are personally liable for and guarantee any expenses TPCU incurs in relation to processing a check deposit made through the Service to a business account in the event of a default by the business ("Guarantee"). 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 TPCU's enforcing this Guarantee. This Guarantee shall benefit TPCU and its successors and assigns. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening.

Fees. For information regarding Service fees as well as fees relating to check processing, such as returned deposit items and deposit corrections/adjustments, refer to the Schedule of Fees and Charges. You understand any such fees may be debited from this or related accounts.

Errors and Questions. You agree to carefully monitor your account and notify TPCU of any suspected errors regarding items deposited through the Service, or the Service in general, as soon as reasonable possible at toll-free at (800) 222-1391 or in person at any branch location. You have thirty (30) days after the applicable account statement is provided to notify TPCU of any errors, unless another notification timeframe applies based on the transaction. At that time, all transactions identified on that statement shall be deemed correct as allowed by law.

Change in Terms. Use of the Service constitutes acceptance of the terms and conditions of this Agreement. TPCU may add, delete or make changes to the Service at any time. TPCU will notify you if the changes adversely affect your usage or as required by law. Use of the Service after such a change indicates acceptance of those changes.

Liabilities and Limitations. TPCU or TPCU's designated processor will review all check images submitted for acceptability. TPCU has sole and absolute discretion to accept or reject any item for deposit and is not responsible for any images not received. Images may be processed by preparing a "substitute check" (creating a paper copy of the item) or clearing the item as an image. It is your sole responsibility to verify that items deposited through the Service have been received and accepted for deposit. TPCU may, but is not required to, notify you of items that are rejected. The Service may, at times, be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider and Internet software. TPCU and TPCU's service providers are not responsible for technical or other difficulties or any resulting damages that may occur when using the Service. Unexpected interruptions may delay access to the Service, result in a loss of data, loss of personalization settings or other issues.



Termination of the Service. You may terminate use of this Service at any time by simply uninstalling the related application or software from your electronic device. You remain liable for all transactions performed. TPCU may also terminate services at any time without prior notice.

Indemnification. You agree to indemnify and hold harmless TPCU, its directors, officers and employees against any third party lawsuits, claims, demands, causes of action, damages, expenses (including attorney's fees and other legal costs), liabilities and other losses resulting from: misuse of the Service; your wrongful acts or omissions; breach of this Agreement; your negligence or willful misconduct or that of another person acting on your behalf; any fine or sanction imposed on TPCU by any clearing house or governmental agency in connection with the Service; action by a third party that interfere with the Service; any loss or corruption of data transferred in connection with the Service; or any claim relating to a loss due to the receipt of a substitute check instead of the original check.

Accountholder's Representations. You make the following warranties and representations with respect to each image of an original check transmitted through the Service.

- a) Each image of a check transmitted is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- b) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- c) If a check is made payable jointly to multiple accountholders, all payees will properly endorse the check.
- d) You will not deposit or otherwise endorse to a third party 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 it has already paid.
- e) Other than the digital image of an original check submitted through the Service, there are no other duplicate images of the original check.
- f) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- g) All original checks will be stored and destroyed in accordance with this Agreement. No original check will be submitted for payment if transmitted through this Service.
- h) Files and images transmitted will not contain viruses or any other disabling features that may have an adverse impact on TPCU's network, data, or related systems.
- i) You will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.
- j) You will use this Service for lawful purposes and in compliance with all applicable laws, rules and regulations.

Warranties. YOU AGREE USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TPCU DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TPCU MAKES NO WARRANTY THAT THE SERVICES (i) SHALL MEET YOUR REQUIREMENTS, (ii) SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE SHALL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY SHALL BE CORRECTED. YOU AGREE THAT TPCU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TPCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Governing Law. This Agreement shall be governed by the laws of the State of California. You also agree to submit to the jurisdiction of the courts of the State of California.

Unacceptable Deposits. You understand and agree you are not permitted to deposit the following items using the Service:

- Any item drawn on my TPCU account



- Any item that is stamped with a “non-negotiable” watermark
- Any item that contains evidence of alteration to the information on the check
- Any item not issued in U.S. dollars or drawn on a U.S. financial institution
- Any item that is incomplete
- Any item that is dated in the future, expired (based on a notation on the check) or dated more than six (6) months in the past
- Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party
- Savings bonds

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.

Relationship. This 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.

Assignment and Enforceability. You may not assign this Agreement. If any provision of this Agreement is deemed unenforceable or invalid, then all other provisions shall remain valid and enforceable.

Force Majeure. TPCU is not liable for any delay or failure to act if such a delay in inaction is caused by legal constraint, interruption of transmission or communications, equipment failure, natural disaster, war, emergency conditions or other conditions beyond TPCU’s control.

Headings. The titles and headers used in this Agreement are for convenience only and will not be used to construe or interpret any provisions of this Agreement.

Conflicting Terms. In the event that terms of this Agreement conflict with any other agreement or disclosure, the terms of this Agreement shall govern the Service.