

WHITEFISH CREDIT UNION
ONLINE CHECKING, BILL PAY, & RDC ACCOUNT AGREEMENT AND DISCLOSURE
(January 2016)

ONLINE CHECKING

This Online Checking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Internet Service or the Bill Payment service ("Services"). It also describes the rights and obligations of Whitefish Credit Union. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

1. The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
- "ISP" refers to your Internet Service Provider;
- "Online Checking" is the internet-based service providing access to your account(s);
- "Online Account" means the account from which you will be conducting transactions using a Service;
- "Password" is the member-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- "Time of day" references are to Mountain Time.
- "User ID" is the Credit Union's generated identification code assigned to you for your connection to the Service;
- "We", "us", or "Whitefish Credit Union" refers to the Credit Union's Name which offers the Services and which holds the accounts accessed by the Services; and
- "You" or "your" refers to the owner of the account or the authorized representative.

2. Access to Services:

The Credit Union will provide instructions on how to use the Online Checking and Bill Pay Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding holidays and weekends. All Online Checking transaction requests received after 3:00 P.M. on business days and all transactions which are requested on Saturdays, Sundays, or

holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day. The Credit Union's business day begins at 8:00 A.M.

3. Transactions with Online Checking:

- Account Access: You may access an unlimited number of share accounts online.
- Transfer of Funds: In addition to viewing account information, you may use Online Checking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your accounts.
- NOTE: Because regulations require the Credit Union to limit preauthorized transfers (including Internet Banking transfers), the following limitations apply:
- Share Saving Accounts: TRANSACTION LIMITATIONS. You may make no more than six transfers from this account to another account or to third parties by preauthorized, automatic transfers, Internet Banking Transfers, or telephone transfer per month.

4. Additional Services:

New services may be introduced for Online Checking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

5. Use of Your Security Password:

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Credit Union's online checking site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union Immediately 406-862-3525 between the hours of 8:30 A.M. to 5:00 P.M., Monday through Friday. Telephoning the Credit Union is the best way of minimizing your losses and liability. If you need to change your password use the password change feature within the Online Checking section of the website.

6. Electronic Mail (E-mail):

If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is

scheduled to occur.

7. Linked Accounts:

- We do not link members accounts however some exceptions may apply.

8. Business Accounts:

- If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:
- Enter into this Agreement, as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online Checking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

9. Term and Termination:

A. Term: This Agreement will become effective on the date of acceptance of this agreement and shall remain in full force and effect until termination in accordance with the following provisions.

B. Termination for Cause: We may immediately terminate your electronic banking privileges (including the Bill Pay Service) without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due
- You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

You may be notified if we terminate this Agreement or your use of the Services for any other reason.

10. Termination for Convenience:

To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Checking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Credit Union by one of the following methods:

- By sending an e-mail to info@whitefishcu.com or eft@whitefishcu.com or calling 406-862-3525
- By writing a letter and either sending it to the following address:

Whitefish Credit Union
P.O. Box 37
Whitefish, Montana 5993

- Or giving it to a Member Service Representative at any of the Credit Union's locations.

The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

Governing Law: This Agreement is governed by the laws of the State of Montana and applicable law.

BILL PAY

Whitefish Credit Union offers its Bill Payer Service to allow you to pay or transfer funds to designated payee(s) in connection with its Online Checking Service. You may authorize new payment instructions or edit previously authorized payment instructions for bill payment that are either periodic or non-recurring (i.e. payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e. fixed mortgage payments). The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account.

Whitefish Credit Union utilizes the services of a third-party vendor to provide this service to you. You authorize and agree to our use of the services of third party vendors, and our disclosure of any and all information, including non-public personal information and personally identifiable financial information when we deem such disclosure to be necessary or appropriate to initiate, complete, or facilitate any transaction you order us or our agents to make. You further acknowledge and agree that the terms of this Agreement also apply to your relationship with any vendors we use in providing these services, as may be changed from time to time at our sole discretion.

When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. Whitefish Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we will not pay the bill on the date you scheduled it to be paid. Whitefish Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should instruct the Bill Payer Service to pay your bills at least five (5) business days before they are due. Payments will be sent either electronically or by check. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization. Our processing dates are Monday through Friday. Whitefish Credit Union will withdraw the designated funds from your account for the bill

payment transfer by 4:30 pm on the date your schedule for payment except Saturdays, Sundays, and holidays. Bills that are selected to be paid after 2:30 p.m. will be debited from your account the following afternoon for the next business day. The service will process your payment within three (3) business days from the date you schedule your payment.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Pay Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

You may cancel or stop bill payments under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a payment you have already scheduled for transmission through the Bill Payer Service, you may electronically edit or cancel your payment request through the Bill Payer Service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on a payment transaction, not using the online Checking, Whitefish Credit Union must receive your oral request at least three (3) business days before the next payment is scheduled to be made. You may call Whitefish Credit Union to request a stop payment, if you make your stop payment request by telephone, Whitefish Credit Union will require you to confirm your stop payment request in writing within 14 days after the call.

Stop Payment requests will be accepted only if Whitefish Credit Union has a reasonable opportunity to act on such a stop payment order. **NO STOP PAYMENTS WILL BE ACCEPTED BY THE SERVICE FOR ACH ITEMS.** If a payment was made by check and it has not yet cleared, we can attempt to place a stop payment on that check (see current Whitefish Credit Union Service Fee Schedule for Stop Payment fees).

The Service and Whitefish Credit Union will use their best efforts to make all payments properly. However, the Service and/or Whitefish Credit Union shall incur no liability if they are unable to complete any payments initiated by you through the Bill Payer Service because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service and/or Whitefish Credit Union, your checking account does not contain sufficient funds to complete the payment.
- If the estimated time to allow for deliver to the Payee is inaccurate.
- If the Service is not working properly and you have been advised by the Service about the malfunction before you execute the transaction.
- If the Payee mishandles or delays a payment sent by the Service.

- If you provide incomplete or incorrect payee information, changes of Payee addresses or account numbers for those Payees to whom you wish direct payment.
- If circumstances beyond the Service's and or Whitefish Credit Union's control (such as, but not limited to fire, flood, or interference from an outside force) prevent the proper Execution of the transaction and the Service and Whitefish Credit Union have taken reasonable precautions to avoid those circumstances.

You agree to the Bill payer Service Fee Schedule, as described in the sign up process. We reserve the right to change the fees with 30 day notice. All payments made through the online Bill Payer Service must be payable in U.S. dollars. All Charges are subject to change.

In case of errors or you wish to cancel the Service, please contact us at:

- iPay: 1-888-812-2417
- Whitefish Credit Union: 406-862-3525

Bill payments are processed by Electronic Funds Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement you received when you opened your account, which discloses important information concerning your rights and obligations.

General Terms and Condition:

- **Credit Union Agreement:** In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Checking Service or the Bill Payment Service is your acknowledgement that you have received these agreements and intend to be bound by them. In addition, at the time of account opening you were provided disclosures and fee schedules pertaining to your account. You should review this information or you may request duplicate copies of these items. Furthermore, any fees that are associated with a service will be disclosed at the time of executing the transaction, these fees will be deducted from the account at time of service.
- **Changes and Modifications:** The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- **Assignment:** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- **Notices:** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

MOBILE DEPOSIT SERVICES DISCLOSURE AND AGREEMENT (Remote Deposit Capture)

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the member that applied for and/or uses any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Whitefish Credit Union (WCU). My Application for use of the Remote Deposit Capture Services, your notification of approval of my application.

Use of the Services: Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not 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.

Compliance with Law: I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

Check Requirements: Any image of a check that I transmit to you 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. Prior to scanning or photographing the original check, I will endorse the back of the original check. My endorsement will include my signature and the following information:

Account Number, Date and the words "for deposit only" and "remotely deposited". The digital image of the check transmitted to you 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.

Rejection of Deposit: You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid: A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Email Address: I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

Unavailability of Services: I understand and agree that the Services may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or by mailing the original check to you at Whitefish Credit Union, P.O. Box 37, Whitefish, MT. 59937. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the next business day following rejection.

Business Day and Availability Disclosure: Your business days are Monday through Friday, except holidays. Your business hours are 9:00 a.m. to 3:00 p.m., Mountain Time, each business day.

Funds Availability Policy: I understand and agree that, for purposes of deposits made using the Services, the place of deposit is to be at any Whitefish Credit Union in Montana. With regard to the availability of deposits made using the Services, such funds will be available as set forth below.

It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

General Policy: For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 p.m. on a business day that we are open, we may consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day we are not open, we may consider that the deposit was made on the next business day we are open.

Right to hold: Funds that you deposit via Mobile Deposits may be subject to review and our internal check hold policy. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Longer delays may apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

Items Eligible for Deposit: You agree to only image and deposit original checks, as defined by Regulation CC and Check Clearing for the 21st Century Act, which are properly payable to the owner of the account and contain the drawer's signature. The following types of checks are not eligible checks:

- Travelers Checks
- Money Orders
- Checks drawn on a financial institution located outside the United States, including but not limited to,
- Checks not payable in United States currency
- Checks previously converted to an image replacement document or substitute check, as defined by regulation CC
- Checks that are remotely created checks, as defined by Regulation CC
- Checks payable to any person other than the account holder of the account into which the check will be deposited
- Checks containing an alteration on the front of the check, which you know or suspect are fraudulent, or are otherwise not authorized by the account holder
- Checks payable jointly, unless deposited into an account in the name of all payees
- Checks dated more than six (6) months prior to the date of deposit
- Checks or items prohibited by the Credit Union's current procedures relating to the services or which are otherwise not acceptable under the terms and conditions governing the account
- Checks payable on sight or payable through drafts, as defined by Regulation CC
- Checks with any endorsement on the back other than that specified in this agreement

- Checks that have been previously submitted or deposited through the remote check deposit service or through a remote deposit capture service offered at any other financial institution
- Checks previously submitted for deposit and returned
- Any Item drawn on my account or my affiliate's account.
- Any item that is stamped with a "non-negotiable" watermark.
- Any item issued by a financial institution in a foreign country.
- Any item that is "stale dated" or "postdated".
- Bonds

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Foreign checks and bonds: Checks drawn on financial institutions located outside the U.S. (foreign checks) and bonds cannot be processed via Mobile Deposits.

Accountholder's Warranties: I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- Each image of a check transmitted to you 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.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- I 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 it has already paid.
- Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- I 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.
- I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- I have not knowingly failed to communicate any material information to you.
- I have possession of each original check deposited using the Services and no party will submit the original check for payment.
- Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Original Checks: After you receive confirmation that we have received an image, you must securely store the original check for 14 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 3 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Within 30 days of deposit, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

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

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

Limitation of Liability: I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.

Warranties: I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION 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 CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms: Whitefish Credit Union may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying me of such change via email or in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of the Services: I may, by written request, terminate the Services provided for in this Disclosure and Agreement. Whitefish Credit Union may terminate my use of the Services at any time upon written notice or email. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

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.

Governing Law: I 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 Montana, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Montana.

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

Unacceptable Deposits: I understand and agree that I am not permitted to deposit the following items using the Services:

- Any item drawn on my account or my affiliate's 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 issued by a financial institution in a foreign country.
- Any item that is incomplete.
- Any item that is "stale dated" or "postdated."
- Bonds

Confidentiality: I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

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 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.