

MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES
Consent and Notice Regarding Electronic Communications

1. **ELECTRONIC SIGNATURE AGREEMENT** – By selecting the "I have read and accept" the Terms & Conditions" Continue button, you are signing the Agreements related to Mission Fed Online Banking, Mobile Banking and Bill Payment (Online Banking Service or Services) electronically. By selecting "Continue" you consent to be legally bound by these Agreements terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Mission Fed instructions via the Services, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Mission Fed. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature when accessing any Mission Fed online service constitutes your agreement to be bound by the terms and conditions of this Agreement, and other applicable agreements.
2. **CONSENT TO ELECTRONIC DELIVERY** – You specifically agree to receive and/or obtain any and all Online Banking related "Electronic Communications" (defined below) via Mission Fed Online Banking, Mobile Banking, Bill Payment and/or email. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and disclosures that we provide to you electronically, as well as documents, statements, data, records and all other communications regarding your relationship with Mission Fed. You acknowledge that you meet the hardware and software requirements to access Mission Fed Online Banking (listed below) and can retain Electronic Communications by printing and/or downloading and saving agreements, Electronic Communications, documents, or records related to all Mission Fed online services. You accept Electronic Communications provided via Mission Fed Online Banking, Mobile Banking, Bill Payment and email as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
3. **PAPER VERSION OF ELECTRONIC COMMUNICATIONS** – You may request a paper version of any Electronic Communication within 90 days or a paper copy of your statement by contacting us by telephone at 858.524.2850 or 800.500.6328, secure mail through Mission Fed Online Banking or visiting any branch. There is a fee for each copy requested. Refer to the current Consumer Fee Schedule.
4. **TERMINATION OF ELECTRONIC DELIVERY** – You have the right, upon 10-day notice, to withdraw your consent to receive/obtain Electronic Communications at any time. You acknowledge that Mission Fed reserves the right to restrict or terminate your access to Mission

Fed Online Banking if you withdraw your consent to receive Electronic Communications. You may withdraw your consent by secure mail through Mission Fed Online Banking, or by written and signed request to Mission Federal Credit Union, P.O. Box 919023, San Diego, CA 92191, by telephone at 858.524.2850 or 800.500.6328 or by visiting any branch.

5. **VALID AND CURRENT EMAIL ADDRESS, NOTIFICATIONS AND UPDATES** – Your current valid email address is required in order for you to utilize the Services. You agree to keep Mission Fed informed of any changes in your email address. You may modify your email address by accessing the "Member Services" tab within Mission Fed Online Banking. If you have multiple master accounts at Mission Fed, you are required to update your e-mail address for each account. Mission Fed may notify you through email when updated disclosures and agreements are available. It is your responsibility to use Mission Fed Online Banking regularly to check for Electronic Communications.
6. **HARDWARE, SOFTWARE AND OPERATING SYSTEM** – You must have a device capable of supporting the current version of one of the following Internet browsers: Chrome, Internet Explorer/Edge, Firefox or Safari on a desktop computer; Android Default Browser or Chrome on devices with Android 2.3 or later; Mobile Safari on iOS 6.1 or later. You are responsible for installation, maintenance, and operation of devices used to access Mission Fed Services. Mission Fed is not responsible for errors, failures, or malfunctions of any device used, or attempted to use, for account access. Mission Fed is also not responsible for viruses or related problems associated with use of any online system. Statements, notices, tax forms and disclosures will be available in a PDF file format; you will need Adobe Acrobat Reader to view the forms and access to a printer to print the forms. Adobe Acrobat Reader may be downloaded at the time of document retrieval.

MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

Online Banking Agreements and Disclosures

The terms and conditions of this Agreement shall apply to and govern your electronic access and use of all Mission Federal Credit Union (“Mission Fed”) online banking services (“Service” or “Services” or “Online Banking”) currently offered or that may be offered in the future. In this Agreement, the words “Credit Union,” “Branches,” “us,” “we,” “our,” or “Mission Fed” mean Mission Federal Credit Union and all agents, independent contractors, designees, or assignees of Mission Fed. The words “you,” “your,” “signer,” and “owner” refer to you the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s). The word “Services” and “Online Banking” refers to all online services, including but not limited, to Mission Fed Online Banking, Mobile Banking, Mobile Deposit and Bill Payment. All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with Mission Fed, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

1. **ACKNOWLEDGEMENT** – You agree that by using the Services, or allowing another to access your account(s) via the Services, that you have received a copy of, and agree to be bound by, the Agreements and Disclosures of the most recent Mission Fed Account Agreements and Disclosures, Truth in Savings Act Disclosure, Checking Account Disclosure, all applicable loan disclosures, and these Online Banking Agreements and Disclosures. These Agreements and Disclosures constitute the agreement between you and us related to the Services and supplement any other agreement or disclosure related to any of your accounts. In the event of a conflict between these Agreements and Disclosures and any other agreement or disclosure related to any of your Accounts, any statement by our employees or agents, or any representation or statement relating to the Services, these Agreements and Disclosures shall control. If any part of these Agreements and Disclosures are deemed invalid, the remainder will remain in full force and effect. Mission Fed reserves the right to amend, modify, revoke, or cancel the Services and the terms of these Agreements and Disclosures in accordance with applicable law. By using the Services after the effective date of any change or amendment, you agree to that change or amendment. You may not assign these Agreements and Disclosures, or any of your rights or responsibilities under these Agreements and Disclosures, to any other party. We may assign these Agreements and Disclosures, and any or all of our rights and/or responsibilities under these Agreements and Disclosures, or delegate any or all of such rights and responsibilities, to any third party or parties.
2. **USERNAME** – To access Services, you must use your username and password. You will be able to choose your own username, provided that it meets our security requirements and is not already in use.

3. **PASSWORD** – A password is required to access Services in conjunction with your username. To help safeguard your password, you should change it frequently. Your password can be used to access money and information about your accounts; you are responsible for keeping your password and account data confidential. You agree you will not provide or give access to your password to any person not authorized to transact on your account(s). Disclosing your password constitutes authorization for use by others and you agree to be liable for their actions.
4. **MULTI-FACTOR AUTHENTICATION** – In addition to using your username and password to confirm your identity, Mission Fed utilizes additional security measures to authenticate your identity. For your protection, when you login with a device we do not recognize; link an external account; or make changes to your user name, password, email address, or physical and mailing address, we will send a temporary identification code to a mobile device or email address belonging to you, or a joint member. Verification of the identification code is required prior to us acting on your instructions.
5. **TRANSACTIONS** – Subject to system availability, you may initiate transactions at any time seven (7) days a week, 24 hours a day. However, business days are Monday through Friday excluding holidays. For share savings and money market accounts, please refer to the terms and conditions noted in the Transfers and Limitations section. Payments to select Mission Fed loans may be made as transfers. Loan payments for all loan types with us must be completed on or before the close of business on the payment due date. If the payment due date falls on a weekend or holiday, the loan payment must be in the designated share or transferred to the loan by the close of business on the preceding business day, unless special credit card payment rules apply. Principal only loan payments cannot be made through the Services. Transfers or payments cannot be performed on loans that are 60 or more days past due.
6. **TRANSFERS AND LIMITATIONS** – You can make transfers from your share savings, money market, and checking accounts as well as your line of credit and credit card loan accounts. You may make immediate funds transfers and schedule recurring transfers for future dates within the same master account. Future dated transfers will occur on the scheduled date after 2:00 pm Pacific time. Transfers that are scheduled but fail to take place can be located on the Transfer History page under the “Status” column. Federal regulation impacts the number of transactions allowed on your savings and money market accounts by limiting the number of pre-authorized, automatic or phone transactions you make each month on a savings or money market account to a maximum of six. Balance inquiries, loan transfers between suffixes on one member’s account, transfers from your savings and money market accounts to pay your Mission Fed loan and all transactions from a checking account do not count as part of the six transaction limit. There are no limitations on the number of transactions you can perform on any account in person, by mail or at an ATM.
7. **FEES** – Currently, there is no charge to use the Services. Refer to the current Consumer Fee Schedule. You are responsible for any and all telephone access fees and/or Internet

service fees that may be assessed by your telephone and/or Internet service provider. Mission Fed reserves the right to charge for Services. You will be given notice, in accordance with applicable law, before Mission Fed implements fees related to the Services.

8. **CANCELLATION OF SERVICES** –You may cancel Services by writing to Mission Fed, Contact Center, P.O. Box 919023, San Diego, CA 92191, sending a secure message through Mission Fed Online Banking, telephoning us at 858.524.2850 or 800.500.6328 or visiting any branch. Please note that it takes up to 10 (ten) business days to process a cancellation request. Termination will not affect your liability or obligations under these Agreements and Disclosures for transactions already processed on your behalf. We may terminate your use of the Services, in whole or in part, for any reason at any time without prior notice. Your access may, for example, be terminated if any of your accounts are closed or access to any of your accounts is restricted, for any reason. We reserve the right to discontinue your enrollment in the Services after 6 months of inactivity.
9. **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS** – If Mission Fed does not complete a transaction on time or in the correct amount according to our Agreement with you, we may be liable for your losses and damages, however, there are some exceptions. We will not be liable for incomplete transactions under the following circumstances, including, but not limited to: through no fault of Mission Fed you do not have available funds in your account to make the transfer; if the funds in your account are subject to legal process, dispute, or other encumbrance restricting the transfer; if the account is subject to a pledge or security agreement; if there is a malfunction in a Service system or your communication with a Service; if any loan on your account is more than 60 days delinquent; and, if circumstances beyond Mission Fed’s control, such as fire, flood, or power failure prevent transaction completion.
10. **LIMITATION OF LIABILITY** – Except as otherwise provided in these Agreements and Disclosures or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Services or your use of the Services. We are not responsible for any products or services relating to your access device, other than those specified in these Agreements and Disclosures. Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in electrical power, telephone or Internet service; (b) the disconnection of your telephone or Internet service by your service provider (c) deficiencies in communication quality; or (d) any defect or malfunction of equipment you use to access Services.
11. **NOTICE OF YOUR RIGHTS AND LIABILITIES** – Notify us immediately if you believe your password has been lost or stolen. Telephoning us is the best way to keep potential losses to a minimum. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from any of your accounts without your

permission, contact us by telephone at 858.524.2850 or 800.500.6328, in writing to Mission Fed, Contact Center, P.O. Box 919023, San Diego, CA 92191, or visiting any branch. If you tell us within two (2) business days after you discover that your password has been lost or stolen, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows payments or transfers that you did not make or authorize, contact us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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) prevented you from telling us, we may extend the time periods.

12. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES** – We will disclose information to third parties about any of your accounts or the payments or transfers you make: if we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds; where it is necessary for completing a transfer; in order to verify the existence and condition of any of your accounts for a third party, such as a credit bureau or merchant; in order to comply with a government agency or court orders; in accordance with our privacy policy; or, if you give us your permission.
13. **DATA RECORDING** – When you use the Services, information you enter to conduct transactions, account inquiries or other information will be recorded. By using the Services, you consent to such recording. We may also monitor and/or record calls to and from our member service representatives for training purposes or to assure service quality and you consent to such monitoring and/or recording.

MISSION FEDERAL CREDIT UNION AGREEMENTS AND DISCLOSURES

Mission Fed Mobile Banking Agreement and Disclosure

In this Agreement and Disclosure, the words “I,” “me,” “my,” “us” and “our” refer to the member that uses any of Mission Fed Mobile Services (the “Services”) described in this Agreement and Disclosure. The words “you,” “your,” and “Mission Fed” refer to Mission Federal Credit Union. The Mission Federal Credit Union Account Agreements and Disclosures www.missionfed.com/disclosures are hereby incorporated into and made a part of this Agreement and Disclosure. In the event of a discrepancy between this Agreement and Disclosure or the Account Agreement, this Agreement and Disclosure will control.

1. **MOBILE BANKING SERVICES** – Mobile Banking is offered as a supplemental service to our Online Banking Services. Not all Online Banking Services are offered via Mobile Banking. In order to utilize Mission Fed’s Mobile Banking Services, you must be enrolled in Mission Federal Online Banking. We reserve the right to limit the types of services and accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of this Service at any time.
2. **TRANSFERS AND LIMITATIONS** – Regulation D impacts the number of transactions allowed on your savings and money market shares by limiting the number of pre-authorized, automatic, or phone transactions you make each month on a savings or money market share account to a maximum of six. Balance inquiries, loan transfers between suffixes on one member’s account, transfers from your savings and money market accounts to pay your Mission Fed loan and all transactions from a checking account do not count as part of the six transaction limit. There are no limitations to the number of transactions that you can perform on any account in person, by mail or at an ATM.
3. **FUTURE TRANSFER POLICY** – Future dated transfers will be processed at 2:00 PM Pacific Time on the scheduled day. The next retry will be at 3:00 PM and then 4:00 PM if the funds are not available.
4. **USERNAME** – To access Mobile Banking Services, you must use your Online Banking Username and Password. If you are not already enrolled in Online Banking, visit www.missionfed.com/online-banking and click the “Enroll Now” Link.
5. **PASSWORD** – A password is required to access Mobile Services in conjunction with your username. Your password can be used to access money and information about your accounts; you are responsible for keeping your password and account data confidential. You agree you will not provide or give access to your password to any person not authorized to transact on your account(s). Disclosing your password constitutes authorization for use by others and you agree to be liable for their actions. Depending on your mobile device, you may also have the option to use a biometric feature (such as a fingerprint scanner) on your mobile device to authenticate your identity and gain access to

Mobile Banking Services. If you choose to activate a biometric feature, it is your responsibility to control access to Mobile Banking Services just as you would with your Username and Password. You acknowledge that any person who has a biometric feature stored in your device may be able to access Mobile Banking Services.

6. **MOBILE DEPOSIT** - Following your approval and my acceptance of this Agreement, I am authorized by you to remotely deposit paper checks through Mission Fed Mobile Banking application to my account with you by electronically transmitting you digital images of paper checks. You may revoke or limit access to Mobile Deposit at your discretion. You may change my access to Services, transaction limits, or availability of deposits at any time and without prior notice. I agree to comply with the hardware and software requirements set forth by Mission Fed. 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 via on-screen messaging. 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. I understand that I am 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 Service is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of remotely deposited checks.
7. **COMPLIANCE WITH LAW** - I agree to use the Services 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 accounts and this Agreement.
8. **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 capturing the original check, I will endorse the back of the original check. The 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 or clearing house or association.

9. **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 due to an item being rejected or returned.
10. **ITEMS RETURNED UNPAID** - 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 and all applicable fees from my Account. A written notice will be sent to me if an item I deposit is dishonored. I will remain responsible for all outstanding fees and charges incurred.
11. **EMAIL ADDRESS** - I agree to notify you immediately if I change my email address, as this is the email address where you may communicate with me regarding any remote deposit items, if necessary.
12. **UNAVAILABILITY OF SERVICES** - I 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, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at Mission Federal Credit Union, P.O. Box 270589, San Diego, CA 92198-2589. 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.
13. **FUNDS AVAILABILITY** - I understand and agree that, for purposes of deposits made using the Services, the place of deposit is San Diego, CA. Refer to the Funds Availability Policy in the Truth in Savings Act Disclosure for additional information. <https://www.missionfed.com/disclosures>.
14. **SPECIAL ENDORSEMENT STANDARDS** - The Federal Law regarding funds availability requires the Financial Institution’s endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the “trailing edge” (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings. You will not be responsible for any damages incurred in the event I deposit an item that is subsequently returned unpaid by the paying bank and that return is “late” due to markings on the check caused by me or a prior endorser on the back of the check.
15. **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:

1. 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.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. 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.
4. 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.
5. 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.
6. 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 a transmitted item.
7. I have not knowingly failed to communicate any material information to you.
8. I have possession of each original check deposited using the Services and no party will submit the original check for payment.
9. 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.
10. I will not (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (2) copy or reproduce all or any part of the technology or Service; or (3) interfere, or attempt to interfere, with the technology or Service.
16. **STORAGE OF ORIGINAL CHECKS** - I must retain and securely store each original check deposited for 45 days after deposit and then destroy the check. I understand I am responsible for any loss caused by a failure to secure and properly destroy check.
17. **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 Agreement and Disclosure. I understand and agree that this paragraph shall survive the termination of this Agreement.
18. **IN CASE OF ERRORS** - 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 within one business day after discovering the error contact you regarding such error or breach by calling 800.500.6328.

19. **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 Agreement and Disclosure.
20. **CHARGES FOR USE OF THE SERVICES** - All charges associated with the Services are disclosed in Mission Fed's Consumer Fee Schedule www.missionfed.com/files/fee_schedule.pdf.
21. **WARRANTIES** - I UNDERSTAND THAT MISSION FED 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. MISSION FED IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR MISSION FED'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.
22. **CHANGE IN TERMS** - You may change the terms and charges for the Services indicated in this Agreement and Disclosure by notifying me of such change in writing and may amend, modify, add to, or delete from this Agreement and Disclosure from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.
23. **TERMINATION OF THE SERVICES** - I may, by written request, terminate the Services provided for in this Agreement and Disclosure. You may terminate my use of the Services at any time without notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.
24. **RELATIONSHIP TO OTHER DISCLOSURES** - The information in this Disclosure 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.
25. **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.
26. **LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT** - I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.
27. **UNACCEPTABLE DEPOSITS** - I understand and agree that I am not permitted to deposit the following items using the Services:
1. Any item drawn on my account or my 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 check, item(s) made payable to someone other than myself or other authorized signers on the account.
 9. Any item with a restrictive endorsement.
28. **WAIVER** – The failure of either party to seek a redress for violation, or to insist upon the strict performance, or 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.