

### **Trona Valley Federal Credit Union Mobile Banking Application Agreement**

This Trona Valley Federal Credit Union Mobile Banking Application Agreement (this "Agreement") is a contract between Trona Valley Federal Credit Union ("Trona Valley", "we", "our" or "us") and you, our member ("you", "your" or "user"). You have downloaded and installed Trona Valley's mobile banking application for use on your wireless handheld device (such as a smart phone, tablet or PDA, hereinafter your "Device"). This Agreement governs your use of the Application, your use of Trona Valley's Mobile Banking services within the mobile banking application, and your use of Trona Valley's Remote Deposit Capture Service within the mobile banking application. Your installation and use of the mobile banking application constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree to these terms and conditions, please do not use this mobile banking application and uninstall it immediately.

Any application you submit to become an authorized user of the Remote Deposit Capture Service ("Account Application"), any notification we send to you approving you as an authorized user of the Remote Deposit Capture Service, and any agreement governing your deposit accounts with Trona Valley ("Account Agreement"), are hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between any of those documents and this Agreement, this Agreement will control. To the extent any provision of this Agreement conflicts with any applicable federal or state law, the law controls.

#### **I. TRONA VALLEY'S MOBILE BANKING APPLICATION**

**A. Ownership.** You acknowledge and agree that Access Softek, Inc. is the owner of all right, title and interest in and to the mobile banking application, the software and computer programs contained therein, and any accompanying user documentation (collectively called the "Software").

**B. License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, limited, non-exclusive and non-transferable license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

**C. Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright; (v) copy or reproduce all or any part of the Software; (vi) interfere, or attempt to interfere with the Software or its operation; or (vii) use the Software outside of the United States or its territories; (viii) jailbreak, root or otherwise modify device in which software is installed.

**D. Disclaimer of Warranty.** The Software is provided on an as is and as available basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No warranty is provided that the Software will be free from defects or viruses or that operation of the Software will be uninterrupted. Your use of the Software and any other material or services downloaded or made available to you through the Software is at your own discretion and risk, and you are solely responsible for any damage resulting from your use of the same.

**E. Revocation of License.** This License shall be revoked immediately upon your deletion of the Software from your Mobile Device. The Credit Union may terminate your mobile banking service with or without cause; or disable your mobile banking service after 6 months of inactivity.

**F. Proprietary Rights.** You are permitted to use content delivered to you through the Software only in connection with your access to and use of our Mobile Banking services which include the Remote Deposit Capture Service (as set forth more fully below), however you may not copy, reproduce, distribute, or create derivative works from this content.

**G. Security.** Our Mobile Banking system uses multi-factor authentication for user verification and SSL encryption to ensure data transfers are secure. To minimize mobile banking risks, please review some very important Safety Tips:

- Lock phones with a lock code if available
- Turn off Bluetooth capability when not in use. (Hackers can view/download the content of your phone via the Bluetooth connection, without you knowing it.)
- Purge text messages regularly.
- Delete cached data from mobile browsers.
- Do not allow mobile browsers to store mobile banking credentials.
- Do not disclose personal information via text messaging.
- Do not leave the device unattended.

- Visit trusted sites only and don't click on suspicious e-mail messages and embedded links, just as on a computer.
- Contact Trona Valley immediately if the device is lost or stolen.
- Do not "jailbreak," "root," or otherwise modify the phone.

If you experience any issues with CU Mobile, please contact us at 800-331-6268 and we will be happy to assist you.

## II. MOBILE BANKING

A. For purposes of this Agreement, "Mobile Banking" means the financial services that Trona Valley makes available, and to which you have access, via Trona Valley's mobile banking application. These include ability to view your accounts, transfer funds, and pay bills and Remote Deposit Capture Service.

B. Your use of Mobile Banking is subject to this Agreement and to the following, all of which are considered part of this Agreement:

1. Terms or instructions appearing on Trona Valley's website and elsewhere when enrolling for, activating, accessing, or using Mobile Banking, including, but not limited to, Trona Valley's Mobile Banking Agreement, as amended from time to time, available at <https://www.tronavalley.com/resources/disclosures/mobile-banking-agreement>.
2. Trona Valley's rules, procedures and policies, as amended from time to time, that apply to Mobile Banking or any Account (as defined below) that you maintain with Trona Valley;
3. Current rules and regulations, if any, of any funds transfer system or payment system used in connection with any Account; and
4. State and Federal laws and regulations, as specifically applicable.

C. In addition, each Account will continue to be subject to the Account Agreement applicable to such Account.

## III. REMOTE DEPOSIT CAPTURE SERVICE TERMS, CONDITIONS AND DISCLOSURES.

A. **Generally.** Trona Valley's Remote Deposit Capture Service provides you the ability to access and make deposits to your eligible deposit accounts with Trona Valley Federal Credit Union using Trona Valley's mobile banking application. By requesting access to or using the Remote Deposit Capture Service, you authorize Trona Valley to provide you with access to all of your deposit accounts eligible for the Remote Deposit Capture Service (including, but not limited to, your savings, checking and money market accounts, collectively "Accounts"). The Remote Deposit Capture Service enables you to use your Device to capture a digital image of an original paper check ("Original Check") drawn on or payable through a United States financial institution (a "Check Image") and to electronically submit the Check Image and associated deposit information to Trona Valley from other remote locations for deposit into an Account for collection thereafter by Trona Valley. In addition to the other terms and conditions contained in this Agreement, your use of the Remote Deposit Capture Service is subject to the following terms and conditions. By using the Remote Deposit Capture Service, you represent that you understand and agree to these terms and conditions, as the same may be amended from time to time.

B. **Your use of the Remote Deposit Capture Service.** Once we approve you to use the Remote Deposit Capture Service, you will be authorized to remotely deposit Original Checks by using the Remote Deposit Capture Service to electronically transmit a Check Image to us. You agree that you will use the Remote Deposit Capture Service to scan only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Trona Valley. All other items may be deposited by alternate methods we make available, such as deposits in person at our branches, through our ATMs, or in other ways that we allow you to deposit items. You accept responsibility for making sure that you understand how to use the Remote Deposit Capture Service before you actually do so, and you agree to use the Remote Deposit Capture Service in accordance with the instructions posted on our Web site or within Trona Valley's mobile banking application. You also accept responsibility for making sure that you know how to properly use your Device and the Software. If we change or upgrade the Remote Deposit Capture Service, you are responsible for making sure you that you upgrade the Software and understand how to use the Remote Deposit Capture Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Remote Deposit Capture Service or your Device.

C. **Trona Valley's processing of Check Image deposits.** Upon receipt of a Check Image, we will review it for acceptability. Trona Valley will acknowledge receipt of your Check Image deposit submitted through the Remote Deposit Capture Service and notify you if a Check Image is not eligible for deposit. Our receipt of the Check Image does not mean that the Check Image will be accepted for deposit into your Account or that we received the Check Image error free, and you may be asked for additional images of the check or for more information before the Check Image will be considered for deposit. Following receipt of the Check Image, we may process the Check Image by preparing a "Substitute Check" (as that term is defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229) or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for deposit into your Account. Any amount credited to your Account for any item

deposited using the Remote Deposit Capture Service is a provisional credit until such time that we receive payment for the item from the financial institution on which the item was drawn, and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check. We are not responsible for errors in Check Images that may prevent or delay the deposit of funds into your Account or for Check Images we do not receive. It is your sole responsibility to verify that items deposited using the Remote Deposit Capture Service have been received and accepted for deposit by us. Trona Valley's ability to provide the Remote Deposit Capture Service is conditioned upon the availability of the wireless systems used in transmitting your requests and Trona Valley's response. Trona Valley shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of the Remote Deposit Capture Service or those wireless systems to the extent the loss or damage results from the act or omission of any third party or other causes not reasonably within Trona Valley's control. All fees and charges stated in the Truth in Savings Rate and Fee Schedule will remain in effect when you access your Accounts using the Remote Deposit Capture Service.

**D. Funds Availability.** You understand and agree that, for purposes of deposits made via the Remote Deposit Capture Service, the place of deposit is Green River, Wyoming. You agree that the scanning and transmitting of checks does not constitute receipt by Trona Valley. Generally, Check Image deposits received prior to 7:00pm MST are reviewed and posted to your account as a pending transaction on the business day of receipt. Any Check Image deposit that requires review or that is received after 7:00pm MST or on weekends or holidays will be posted on Trona Valley's next business day. For purposes of determining the availability of funds, checks deposited by the Remote Deposit Capture Service are available as follows: \$200 is available next business day; up to \$4,800 is available second business day; over \$5,000 is available seventh business day. There may be additional holds on deposited items as set forth in Trona Valley's Funds Availability Disclosure, as amended from time to time, which is incorporated herein by reference. Additional check holds or unavailability of the Remote Deposit Capture Service may cause further delays in availability of funds beyond the times stated above. Checks deposited via the Remote Deposit Capture Service do not fall under the regulatory provisions of Regulation CC - Expedited Funds Availability Act. As such, longer hold periods may apply to these deposited items.

**E. Original Check Image Requirements.** The image of an item transmitted to Trona Valley using the Remote Deposit Capture Service must be legible and contain images of the front and back of the Original Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image:

- Amount of the Check (both written and numeric);
- Payee(s);
- Signature of the drawer (maker);
- Date;
- Check number;
- Information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line;
- All other information placed on the Check prior to the time of Check image capture (such as any required identification written on the front of the Check and any endorsement applied to the back of the Check).

Ineligible check images include:

- Checks that have been altered;
- Checks that are drawn on your Accounts;
- Checks drawn on banks located outside the United States;
- Checks that are illegible or incomplete;
- Checks that are images of checks previously converted to Substitute Checks;
- Checks that have been previously presented for deposit (duplicate item);
- Checks that are stamped with a "non-negotiable" watermark;
- Checks that are "stale dated" or "postdated";
- Savings bonds;
- Money Orders;
- Traveler's Cheques;
- Checks that are made payable to multiple payees in which all payees are not owners of the Account;
- Checks that are third party items (items not originally made payable to you);

You acknowledge and agree that even if Trona Valley does not identify a Check Image as ineligible, the Check Image may be returned to Trona Valley because, among other reasons, the Check Image or any Substitute Check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. Trona Valley's failure to identify a Check Image you transmit to Trona Valley as ineligible shall not preclude or limit your obligations.

**F. Check Endorsement Requirements.** You agree to restrictively endorse any item transmitted through the Remote Deposit Capture Service with the words "Mobile Deposit", The Payee's signature (your endorsement), and the last four digits of your account number; or as otherwise instructed by Trona Valley. If the check is payable to you and your joint owner(s), any payee may endorse the check. If the check is made payable to you and any non-joint owner(s), you may not deposit the check into your account using the Remote Deposit Capture Service. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

**G. Remote Deposit Capture Service Limits.** Trona Valley reserves the right to establish and assign to you deposit limits for the Remote Deposit Capture Service, including but not limited to, the dollar amount of checks that you may transmit through Remote Deposit Capture Service each day, and to modify such limits from time to time at Trona Valley's sole discretion, and you agree to comply with all such limits. Current deposit limits include; Per Item Limit, \$3,000; Daily aggregate limit, \$6,000; Monthly aggregate limit, \$10,000.

**H. Retention and Destruction of Original Checks.** After you receive confirmation that we have received an image, you must securely store the Original Check for 30 days and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two 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. Promptly after the 30-day retention period expires, 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 the Original Check, the image will be the sole evidence of the Original Check. You agree that you will never represent the Original Check. You understand and agree that you are responsible for any loss caused by your failure to secure the Original Checks.

**I. Financial Responsibility.** In the event any item that you deposit via the Remote Deposit Capture Service is dishonored, you authorize Trona Valley to debit the amount of such item from your Account. To the extent funds in your account are insufficient to cover such amount, Trona Valley may recover the balance from any of your other share/deposit accounts, at its sole discretion. If funds available at Trona Valley do not cover the amount owed to Trona Valley any balance due and owing to Trona Valley shall be reduced to judgment without protest or objection from you. You further acknowledge that you, and not Trona Valley, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Remote Deposit Capture Service and you assume all liability to the drawer of any item imaged using the Remote Deposit Capture Service or liability arising from Trona Valley's printing of any Substitute Check from those images. You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing and using the Remote Deposit Capture Service. Trona Valley shall not be liable in any manner for such risk. You assume exclusive responsibility for the consequences of any instructions you may give to Trona Valley, for your failure to access the Software properly in a manner prescribed by Trona Valley, or for your failure to supply accurate input information.

**J. Your Representations and Warranties.** If you breach any of the following representations or warranties, you agree to defend, indemnify and hold Trona Valley and its agents harmless from and against all liability, damages, loss, costs, expenses (including attorneys' fees) or other harm arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize Trona Valley to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code. This indemnity will survive termination of your Account and this Agreement.

1. You will not deposit any item that is an "Ineligible Item" (as defined above).
2. Each item Original Check and Check Image you deposit via the Remote Deposit Capture Service will meet the "Original Check and Check Image Requirements" set forth above.
3. You will not alter any Original Check or Check Image.
4. You will review the Check Image to ensure that it accurately represents all of the information on the front and the back of the Original Check at the time you scanned the Check Image.
5. You will submit to Trona Valley only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR data.
6. You shall be responsible for safekeeping or destruction of the Original Checks as stated above.
7. You shall not submit to Trona Valley or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account or which you previously submitted to and was accepted by any other financial institution, person or entity for deposit.
8. You shall not deposit into your Account with Trona Valley or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Trona Valley, unless following receipt of your initial submission, Trona Valley notified you that the Check Image was ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Check Image was refused by the financial institution upon which it was drawn.
9. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means, any Substitute Check that has already been presented for deposit via any deposit service.
10. You shall use the Remote Deposit Capture Service for your own personal use and abide by all terms and conditions of this Agreement.

11. You will not make the Remote Deposit Capture Service available or transfer your rights to use the Remote Deposit Capture Service for the benefit of any third party.
12. You will comply with all federal and state laws, and rules and regulations applicable to the Remote Deposit Capture Service, including those of the National Automated Clearing House for ACH transactions, as well as all laws pertaining to the conduct of your business if applicable.
13. All signatures on each item are authentic and authorized.
14. You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
15. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the Original Check, without alteration, and the drawer of the check has no defense against payment of the check.
16. The amount, the payee, and endorsement(s) on the Original Check are legible, genuine, and accurate.
17. You will abide by all terms and conditions of this Agreement.
18. You have instituted procedures to ensure that each Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee stated on the Original Check.
19. You are authorized to enforce each item transmitted or you are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
20. The information you provided in your Account Application remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
21. You have not knowingly failed to communicate any material information to us.
22. You have possession of each Original Check deposited using the Remote Deposit Capture Service, there are no other duplicate images of the Original Check, and no other party will submit the Original Check for payment.
23. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**K. Disclaimer of Warranties.** You agree your use of the Remote Deposit Capture Service is at your own risk and is provided on an "as is" and "as available" basis. Trona Valley disclaims all warranties of any kind as to the use of the Remote Deposit Capture Service or to any equipment, hardware, software or internet provider service, or any part of them, that you use to access or use the Remote Deposit Capture Service, whether such warranties are express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Trona Valley makes no warranty that the Remote Deposit Capture Service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error free, (iii) that the results obtained from the Remote Deposit Capture Service will be accurate or reliable, and (iv) that any errors in the services or technology will be corrected. In no event will Trona Valley be liable to you for any consequential, incidental, or indirect damage arising out of the use, misuse or inability to use the Remote Deposit Capture Service or for any loss of data, even if Trona Valley has been advised of the possibility of such damage. We are not responsible for any errors or omissions in or to any information resulting from your use of the Remote Deposit Capture Service. You acknowledge that there are certain security, corruption, transmission errors and access availability risks associated with using open networks such as the internet and/or telecommunication lines or circuits. You hereby assume all risks relating to the foregoing. Trona Valley is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or Trona Valley's use of any of them or arising in any way from the installation, use, or maintenance of your Device's hardware, software, or other equipment.

**L. Termination of the Remote Deposit Capture Services.** You may terminate your participation as a user of the Remote Deposit Capture Service by calling us at 800-331-6268, by writing to us at 840 Hitching Post Dr., Green River, WY 82935, or by visiting one of our branches. We reserve the right to change, suspend or cancel the Remote Deposit Capture Service or your right to participate as a user of the Remote Deposit Capture Service at any time without notice, and for any reason. You agree that we will not be liable to you or any third party for any discontinuance of the Remote Deposit Capture Service. Upon termination of your participation as a user of the Remote Deposit Capture Service, whether by you or us, you will remain liable for all transactions performed on your Account prior to the date of termination.

**M. Account Reconciliation and Errors.** Deposits made via the Remote Deposit Capture Service will be reflected on your monthly account statement. You are responsible for reviewing those statements and reconciling them with your the Remote Deposit Capture Service deposits. If you believe there has been an error with respect to any Original Check or Check Image transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach by calling us at 800-331-6268 or in person at any of our branches. You must notify us of errors relating to your Remote Deposit Capture Service deposits within sixty (60) calendar days (unless a longer period is specified in another disclosure we have made to you). You are responsible for any errors that you fail to bring to our attention within this time period.

**N. Confidentiality.** You acknowledge and agree that disclosing confidential data relating to the services provided is prohibited.

**O. 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.

**P. Relationship.** This Agreement and the terms, conditions and disclosures herein, do 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.

#### IV. General Terms and Conditions

**A. Availability and operation of Software, Mobile Banking, and the Remote Deposit Capture Service.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Software, Mobile Banking, and the Remote Deposit Capture Service (collectively the "Technology"). These difficulties may result in loss of data, personalization settings or other Technology interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, miss delivery or failure to store any user data, communications or personalization settings in connection with your use of the Technology. You understand and agree that the Technology 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 Technology is unavailable, for whatever reason, you acknowledge that you can deposit items at our branches, through our ATMs, or in other ways that we allow you to deposit items. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of your Device or any network you utilize to access the Technology. You agree to exercise caution when banking on your Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown within Trona Valley's mobile banking application reflects the most recent account information available through Trona Valley's mobile banking application and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon.

**B. Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Trona Valley or any of its agents, contractors or providers or their affiliates be liable for any damages arising out of the use or inability to use the Technology, including but not limited to any general, special, incidental or consequential damages, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which any claim is based. Also, you understand and agree that we are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Agreement.

**C. Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Technology. You represent and agree that all information you provide to us in connection with the Technology is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Technology. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate (including providing us timely updates of any changes to contact information, such as your address, telephone number and email address).

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

**E. Indemnity.** You understand and agree that you indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from or in any way relating to your use of the Remote Deposit Capture Service, and/or breach of this Disclosure and Agreement. You understand and agree that this indemnification shall survive the termination of this Agreement.

**F. Changes to this Agreement; Copies of this Agreement.** We may amend, modify, add to, delete from, or change the information or terms of this Agreement from time to time. Your continued use of the Software constitutes your acceptance of such changes whether or not Trona Valley provides notice to you of those changes. Notwithstanding the foregoing, you agree that Trona Valley may provide you with all disclosures, notices, and other communications about the Technology, and any future amendments, changes, or additions to this Agreement, in electronic form. At your request, Trona Valley agrees to provide you with a paper copy of this Agreement by calling 800-331-6268. Your consent to receive notices and updates in electronic form only will apply for as long as you use the Software. You may withdraw your consent to receive electronic communications at any time by calling 800-331-6268. This Agreement may be downloaded at <https://www.tronavally.com/resources/disclosures/mobile-banking-agreement>

**G. Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the Software and your use of Trona Valley's Mobile Banking services including the Remote Deposit Capture Service, via the Software. The parties confirm that this Agreement and all related documentation are and will be in the English language. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. The headings in this Agreement are for convenience only and are not to be considered in construing this Agreement.

**H. Governing Law.** You understand and agree that this Agreement and the disclosures herein, 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 Wyoming, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Wyoming.