



## MOBILE DEPOSIT SERVICE AGREEMENT

This Mobile Deposit Service Agreement, ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit service ("Service") offered to you by Rivermark Community Credit Union. The words "you", "your", and "yours" mean all of those who use the Service. The words "Credit union", "we", "us", and "our" mean Rivermark Community Credit Union. By using the Service or clicking the electronic signature "Consent" on the Service enrollment or application page shown on your mobile device, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

We may change the terms of this Agreement at any time and provide you notice of the amended terms. You agree we may make any change required to preserve the security and to prevent abuse of the Service immediately. You will be given notice of all other changes as required by law. Your continued use of the Service is your consent to the amended terms.

The Mobile Deposit service is subject to the following terms and conditions and to the instructions, rules and terms provided to you via a link within the service and incorporated by reference herein. Your Membership and Account Agreement are hereby incorporated into and made a part of this Mobile Deposit Service Agreement. If there is a conflict between the terms of the Membership and Account Agreement and this Mobile Deposit Service Agreement, the terms of the Mobile Deposit Service Agreement will control your use of the Services.

You must be at least 14 years of age to use the Service.

### 1. Mobile Deposit Service.

**1.1 Mobile Deposit Capture Process.** If we approve the Mobile Deposit service for you, you must use your password with your Login to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, at its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Rivermark Community Credit Union, at its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

**1.2 Deposit Limitations.** There is no limit to the amount that may be deposited using Mobile Deposit but all deposits will be subject to review and may be subject to availability holds or rejected. The Credit Union may place a hold on your deposit or reject your deposit based on the results of the review. See Section 1.3 for Funds Availability information on checks deposited through the Service.

**1.3 Funds Availability.** The Credit Union will make funds available from your mobile deposit as described in this section. **You agree that imaging and transmitting a check to us alone does not constitute receipt by Rivermark Community Credit Union. All checks you transmit through mobile deposit are subject to the Deposit Acceptance requirements in section 1.4 below.**

1.3.1 The following definitions apply to mobile deposits.

- a. Business Day. For purposes of this Mobile Deposit Agreement, a Business Day is considered Monday through Friday, excluding legal holidays.
- b. Cutoff time. For purposes of this Mobile Deposit Agreement, the cut off time is 2:00 pm Pacific Time Monday through Friday. Mobile Deposits received by the Cut Off time are considered received that Business Day. Mobile Deposits received after the Cut Off time or on weekends or legal holidays will be considered received the following Business Day.
- c. Minors. For purposes of this Mobile Deposit Agreement, Minors are members or joint account owners aged 14 years to 17 years old.
- d. Deposit. For purposes of this Agreement, Deposit includes all checks deposited in a single Mobile Deposit session which may include one or more checks.

### 1.3.2 Availability of Mobile Deposits.

- a. The first mobile deposit using the service will be posted no later than 6:00 pm on the Business Day it is considered received, subject to verification and holds.
- b. After your first mobile deposit is received and accepted, it is our general practice to make subsequent mobile deposits of up to \$3,500 (up to \$1,500 for Minors) available for use upon receipt by the credit union. Mobile deposits up to \$3,500 (up to \$1,500 for Minors) are subject to verification and may not be immediately posted to your account or be available for withdrawal.
- c. Mobile deposits over \$3,500 (over \$1,500 for Minors) and mobile deposits not meeting the negotiability requirements will be held pending review. The Credit Union may place a hold on these items, in which case you will be sent a hold notice by email. If no hold is placed on your mobile deposit, the deposit will be posted to your account and available for use no later than 6:00 pm on the Business Day it was considered received.
- d. Mobile deposits that in the aggregate meet or exceed \$3,500 in any one business day will be subject to review before posting.

**1.4 Deposit Acceptance.** Upon receipt of the checks digital image, the Credit Union will review the image for acceptability. You understand and agree that receipt of an image does not occur until after the Credit Union notifies you of receipt of the image via onscreen messaging and/or email notification. You understand that, in the event you receive a notification from the Credit Union confirming receipt of an image, such notification does not mean that the image contains no errors or that the Credit Union is responsible for any information you transmit. The Credit Union is not responsible for any image that Credit Union does not receive. Following receipt of the image, the Credit Union may process the image by preparing a "substitute check" or clearing the check as an image. Notwithstanding anything to the contrary, the Credit Union reserve the right, within the Credit Unions sole and absolute discretion, to accept or reject any check for remote deposit into your Account. You understand that any amount credited to your Account for checks deposited using the Services is a provisional credit and you agree to indemnify the Credit union against any loss the Credit Union suffers because of the acceptance of the remotely deposited check.

## 2. Member Account.

**2.1 Member Account.** You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and the balancing of any settlement account.

**2.2 Responsibility for Imaging.** You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

**2.3 Deposit Requirements.** You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application.

**2.4 Endorsement Requirement.** For all mobile check deposits, you must endorse the original paper check with your name and providing: "For Rivermark Community Credit Union Mobile Deposit Only" or "Rivermark Mobile Deposit." If you fail to provide this endorsement, the Credit Union may refuse the deposit and return it to you, and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original check without such required endorsement.

**2.5 Check Requirements.** Any image of a check that you transmit to the Credit Union must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. The image of the check transmitted to the Credit Union 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.

2.5.1 You make the following warranties and representations with respect to each image of an original check you transmit to the Credit Union utilizing the Services:

- i. Each image of a check transmitted to the Credit Union 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.
- ii. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- iii. You have not previously deposited the check to another financial institution using a remote deposit service and you will not deposit or otherwise endorse to a third party the original item (the original check) such that no person will be asked to pay an item that has already been paid.
- iv. Other than the digital image of an original check that you remotely deposit through the Mobile Deposit Service, there are no other duplicate images of the original check.
  
- v. You are authorized to enforce each item transmitted or authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- vi. You have possession of each original check deposited using the Services and no party will submit the original check for payment.

- vii. Files and images transmitted to the Credit Union will contain no viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related systems.

**2.6 Rejection of Deposit.** The Credit Union is not liable for any service or late charges levied against you due to the Credit Union's rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

**2.7 Items Returned Unpaid.** A written notice will be sent to you of transactions the Credit Union is unable to process because of returned items. You authorize the Credit Union to debit your account in the event a check deposited through mobile deposit is returned unpaid.

**2.8 Check Retention & Destruction.** You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission, we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

## **2.9 Deposit Prohibitions.**

**2.9.1 Checks Already Presented for Deposit.** You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means, including in person, by ATM, or mobile deposit, (i) any Substitute Check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Mobile Deposit. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the maker of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

**2.9.2 Other Prohibited Items.** You agree not to deposit:

- i. Any item, including checks and money orders, that are unendorsed or that are endorsed in a manner other than provided in 2.4 above
- ii. Checks payable to any person or entity other than you (third party checks);
- iii. Checks dated in the future (post-dated checks)
- iv. Checks past the expiration date printed on the check. If no expiration date is printed on the check, you agree not to deposit checks dated 6 or more months before the date of deposit ("stale dated check")
- v. Foreign checks and any check not payable in United States currency;
- vi. Checks from financial institutions located outside the United States;
- vii. Checks containing an obvious alternation to any field;
- viii. Checks you suspect to be fraudulent;
- ix. United States Savings Bonds; and
- x. Substitute checks or check images.
- xi. Checks drawn from the same account being used to deposit.
- xii. Checks stamped with a "non-negotiable" watermark.
- xiii. Checks that are incomplete

You acknowledge that the credit union may treat any of these items deposited through the service as "exception items" under section 3.3 of this agreement and you agree the credit union may reverse any credit to your account for the item, even if it results in a negative account balance. You can deposit these items in person at the branch, through the night deposit or through the U.S. Mail.

**2.10 Your Representations and Warranties.** You represent and warrant:

- i. that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- ii. that all checks deposited through the Service are made payable to you;
- iii. that all signatures on each check are authentic and authorized; and
- iv. that each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

**2.11 Financial Responsibility.** You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for

your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

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

**2.13 Email Address.** You agree to notify the Credit Union immediately if you change your email address, as this is the email address where the Credit Union will send you notification of receipt of remote deposit items and hold notices. The credit union will not be responsible for any delay or for any loss you incur due to your failure to notify us of a change to your email address.

### **3. Credit Union's Obligations.**

**3.1 Financial Data.** We will review and process your electronic file as described in this Mobile Deposit Service Agreement. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You agree to keep your access device to the Service secure and you assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

**3.2 Service Availability.** You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union. You also understand and agree that the Service may at times be temporarily unavailable due to the Credit Union's system maintenance. In the event that the Service is interrupted or is otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

**3.3 Exception Items.** When we review and process your electronic file, we may reject any electronically imaged check that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, electronic images with unreadable MICR

information and any other indicators that the check may not be processed or paid. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

**3.4 Account Information.** We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

**3.5 Retention of Check Images.** Credit Union will retain any substitute checks it generates for seven (7) years

**4. Services Fees.** Currently there is no monthly fee for the Mobile Deposit Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by the Credit Union.

## **5. Disclaimer of Warranties**

**MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKE NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.**

YOU UNDERSTAND THAT THE CREDIT UNION IS NOT RESPONSIBLE AND MAKES NO WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICES. THE FINANCIAL INSTITUTION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE FINANCIAL INSTITUTION'S USE OF ANY OF THEM, OR ARISING IN ANY WAY FROM, THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

## **6. Credit Union's Liabilities.**

ARISING.THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S THIRD PARTY PROVIDERS,

LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

**6.2 Your Duty to Report Errors.** You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

**6.3 Credit Union's Performance.** You acknowledge and agree that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.

**6.4 Limitation of Liability.** Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- i. We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- ii. The ownership of funds involving a transaction is in question;
- iii. We suspect a breach of the security procedures;
- iv. We suspect that your account has been used for illegal or fraudulent purposes; or
- v. We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to timely report any error or discrepancy reflected in an account statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

**7. Software Use; Grant of License.** You agree that your use of the Software provided to you by the Credit Union to facilitate your use of the Service will be limited solely to the access and use of the Mobile Services. The Credit Union hereby grants you a limited, personal, non-exclusive, non-transferable license to install the Software on your Mobile Device or other device approved by the Credit Union for your personal or business use for the sole purpose of depositing checks into your Credit Union accounts. You may not, nor shall you permit any third party to: (1) copy, decompile, reverse engineer, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof; (2) rent, lease, lend, sell, redistribute, or sublicense the Software; or (3) otherwise exercise any other right to the Software not expressly granted in this Agreement. The Credit Union may use a third party that is not affiliated with Rivermark Community Credit Union to provide certain licensed Software to support the Mobile Services, and the terms of this Section 7 apply to the third party's software. If you obtain a different Mobile Device, you may be



required to download and install the Software to that different device under the same terms set forth in this Agreement. You agree to delete all such Software from your mobile device promptly if the license rights granted to you are terminated for any reason.

**8. Ownership of Software.** Nothing in this Agreement conveys to you an interest in or to the Software, and we provide you only a limited right of use which we can revoke and terminate at any time. No license or other right in or to the Software is granted to you except for the rights specifically set forth in this Agreement.

**9. Force Majeure.** The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

**10. Termination.** Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you will promptly remit all unpaid monies due under this Agreement. The Credit Union may immediately suspend or terminate your access to the Service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Service or the Credit Union from harm or compromise of integrity, financial loss, security, reputation, or operation.

**11. Modification of Services.** Credit Union reserves the right to modify the Service from time to time without making prior notice to Member, provided, however, that Credit Union will give you notice, required by law, to making any modifications to the Service that would materially alter their functionality.

**12. Governing Law.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Oregon law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.