

MOBILE REMOTE DEPOSIT CAPTURE END USER LICENSE AGREEMENT

This Mobile Remote Deposit Capture End User License Agreement ("**Agreement**") constitutes a legal agreement between you, ("**Member**," "**you**," "**your**") and First Choice Community Credit Union its subsidiaries, affiliates, agents and/or licensors, organized and existing under the laws of the State of Tennessee, (collectively and individually referred as "**Credit Union**," "**we**," "**us**," "**our**") and governs your use of the Service, defined herein, on various computing devices, including mobile, tablet, or desktop remote deposit capture application ("**Application**") for conducting financial transactions provided. By clicking the "I Agree" button at the conclusion of this Agreement or by using or continuing to use the Service, you agree to this Agreement.

Section 1. DESCRIPTION OF APPLICATION

1.1. Mobile Remote Deposit Capture Service ("**Service**") is a personal financial information management service that allows you to transmit and deposit images of checks ("**Images**") through use of the Application provided by us or our designated processor ("**Processor**") through our online banking services using compatible and supported mobile phones and/or other compatible and supported wireless devices or network devices under your control. Member acknowledges and agrees that a deposit made by Member using this Service is not an "**Electronic Fund Transfer**" as that term is defined in Federal Reserve Board Regulation E. The terms "Credit Union" and "Processor" may be used interchangeably when used in relation to any services performed by a Processor on behalf of Credit Union including, but not limited to, the receipt and processing of images and check data and any notices related thereto.

1.2. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, we will provisionally credit the account or accounts ("**Account(s)**") you designate for the amount of the deposit(s) on the day of receipt of the deposit(s) and enter the images of the checks into the collection process, in accordance with the provisions of our then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made (the "**Deposit Agreement**") and this Agreement. You acknowledge and agree that we may discontinue, and/or change the terms of, the Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party. You hereby agree that we shall be the exclusive provider of the Service provided in accordance with this Agreement and that you will not use the same or similar services of any other party.

1.3. We reserve the right to refuse to make any transaction you request through the Service. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

Section 2. CHECKS DEPOSITED AND SECURITY INTEREST

You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the image of the check that is transmitted to us (each such check and other item a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not remotely deposit any checks or other item that: (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account of yours maintained at another financial institution, (c) are prohibited by our then current procedures pertaining to the Remote Deposit Service (the "**Procedures**") or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute check, without our prior written consent, (f) are

drawn on financial institutions that are located outside of the United States or Territories of the United States, or (g) which are not acceptable to us for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a “**Prohibited Check**” and, collectively, “**Prohibited Checks**”). If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorney’s fees) we may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained our written consent to do so, you provide us with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorney’s fees) we incur because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

You grant us a security interest in all Accounts or other deposits (whether general or special) you maintain with us, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

Section 3. LICENSE AND RESTRICTIONS

3.1. Subject to the terms of this Agreement, we hereby grant you a limited, personal, revocable, nonexclusive, nonsublicensable, nonassignable, nontransferable, nonresellable license and right to use the Application for the sole purpose of your use of the Service.

3.2. You acknowledge and agree that any and all intellectual property rights (the “**IP Rights**”) in the Service and the Application are and shall remain the exclusive property of our Processor. Nothing in this Agreement intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Service and Application, but may be accessed through the Service, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties.

3.3. You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Application or Service or any part thereof without our prior written consent.

3.4. You agree not to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Application, the Service, or any part thereof. You agree not to intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing the Service or Application to connect to any computer server or other device not authorized by us.

3.5. We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Service or Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install or use a new version of the Service or Application.

3.6. We have no obligation whatsoever to furnish any maintenance and support services with respect to the Service or Application, and any such maintenance and support services provided will be provided at our discretion.

3.7. You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Application by you, including, your location, device-based location information, account numbers, name, date, account amount, and endorsements solely for the purpose of providing the Services. This license shall survive termination of this Agreement for such period as necessary for us to provide the Services, comply with the law, or comply with an internal guidelines or procedures.

Section 4. TRANSMISSION OF DEPOSITS

4.1. You shall properly install and use all software and hardware required by this Agreement or otherwise required for, or related to, the use of the Service. You shall (a) endorse each Check to be deposited in accordance with the following: “For Deposit Only” followed by your name, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check, and (c) transmit the deposit containing the images of such Checks to us or our Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. We may also provide you with, or require you to establish, a User ID, a personal identification number (“PIN”) and/or passwords and other procedures (collectively, “**Security Procedures**”) to access the Service. The specific Security Procedures will be described in the Procedures. You agree to, at all times, (a) comply with the Procedures, (b) safeguard the confidentiality and security of the Procedures, Security Procedures and all other proprietary property or information we provide to you in connection with the Service and (c) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge, understand and agree the Security Procedures are not designed for the detection of errors. We are not, and will not be, obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

4.2. You may send multiple deposits to us or Processor throughout the day, not to exceed the number of deposits we specify from time to time. The total dollar value of the deposit sent by you to us on any day shall not exceed the dollar amount we specify from time to time (the “**Deposit Limit**”). If the total dollar value of the deposits sent by you to us on any day exceeds the Deposit Limit, we may, at our option, refuse to accept the deposit that exceeds the Deposit Limit, or we may accept and process the deposit. You agree not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, deposits must be received by us no later than the cut-off time we specify from time to time (the “**Cut-Off Time**”). A deposit is considered received by us when a complete copy of such deposit has been written on a Credit Union electronic storage device in conformity with our technical and operational requirements. To meet the Cut-Off Time, the entire deposit must be received by us prior to the Cut-Off Time, and the deposit must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a deposit has been delivered and received, our records shall be determinative. A deposit which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the deposit is actually received by us. We reserve the right to change the number of deposits that may be transmitted in a day, the Deposit Limit, and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof. You may contact us at any time to verify the current number of deposits that may be transmitted in a day, the Deposit Limit, and the Cut-Off Time.

Section 5. RECEIPT OF FILE

You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any deposit or the Images or other information contained therein that are not received by us or for any deposit or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a deposit and, therefore, may reject any deposit or the Images or other information contained therein submitted by you. We have no obligation to notify you of the rejection of a deposit or the Images or other information contained therein.

We shall have no liability to you for the rejection of a deposit or the Images or other information contained therein or for the failure to notify you of such rejection. We may, at our option, also perform a risk management analysis of one or more deposits submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such deposit or the Images or other information contained therein. If after examination of a deposit and the Images and other information contained therein, we determine that you have complied with this Agreement and processed and transmitted the deposit in accordance herewith and with the Procedures, and the Images meet the Image requirements, then we shall accept the Images for deposit to your Account. Upon acceptance of the deposit, we shall electronically notify you of receipt and acceptance of the deposit. Notwithstanding the fact that we have accepted a deposit, any credit made to your Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us. For the purpose of determining availability of funds, we may hold funds for the period of time permitted by our funds availability disclosure.

Section 6. MAINTENANCE AND DESTRUCTION OF ORIGINAL CHECK.

You shall securely store all original Checks for a period of thirty (30) days after you have received notice from us that the deposit containing the images of such Checks has been accepted (such period the “**Retention Period**”). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will use commercially reasonable methods of destruction approved by us to destroy original Checks after expiration of the Retention Period. You hereby indemnify us for, and holds us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks. You will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

Section 7. COMPLIANCE AND INDEMNIFICATION

7.1. You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations.

7.2. Any image of a check that you transmit using the Application must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements. Each image of a check shall also meet all standards for image quality established by the American National Standards Institute (“**ANSI**”), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

7.3. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

7.4. In the event any Image that you transmit for remote deposit that is credited to your Account is dishonored, you authorize us to debit the amount of such item from your Account.

7.5. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of remote deposit items.

7.6. You understand and agree that the Services may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at your branches or through your ATMs or by mailing the original check to your financial institution at its then current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service.

7.7. Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction.

7.8. You make the following warranties and representations with respect to each Image of an original check you transmit to utilizing the Application:

1. Each Image of a check transmitted to us 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. You will not deposit or otherwise indorse 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 you remotely deposit through the Application, there are no other duplicate images of the original check.
5. 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.
6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
8. You have not knowingly failed to communicate any material information to us.
9. You have possession of each original check deposited using the Application and no one will submit, or has submitted, the original check for payment.
10. Files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
11. In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach as set forth below.
12. Member further warrants that no subsequent transferee, including but not limited to Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s).

13. No Subsequent transferees of the Item(s), including but not limited to Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check.

7.9. You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney's fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for our benefit and our officers, directors, employees, shareholders, and agents, licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

Section 8. RETURNED CHECKS

If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or you have destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and we may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by us, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

Section 9. TERMINATION

9.1. This Agreement and your use of the Service and Application may be immediately terminated if you use the Application in a manner that violates any term of this Agreement or any other applicable agreement between you and us.

9.2. Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

Section 10. LEGAL COMPLIANCE AND EXPORT RESTRICTIONS

10.1. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to us as well as end user, end-use, and destination restrictions imposed by U.S. and foreign governments.

Section 11. WARRANTY DISCLAIMER

11.1. WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO THE APPLICATION OR SERVICES. THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE OF THE APPLICATION.

11.2. WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK THAT YOU UTILIZE TO ACCESS THE APPLICATION OR USE SERVICE.

11.3. YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING THE APPLICATION ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION.

11.4. THE SERVICES AND APPLICATION PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES AND LICENSED APPLICATION SHALL BE BORNE SOLELY BY YOU.

11.5. THERE IS NO WARRANTY THAT THE SERVICES AND APPLICATION WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES AND APPLICATION WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICE AND APPLICATION ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF THE SERVICES AND LICENSED APPLICATION.

11.6. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

11.7. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

Section 12. LIMITATION OF LIABILITY

12.1. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC (INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS) OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE GREATER OF FIVE HUNDRED DOLLARS OR THE TOTAL AMOUNT PAID, IF ANY, BY YOU FOR THE LICENSED APPLICATION AND ANY MONTHLY FEES CHARGED TO YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

Section 13. NOTICES/CONTACT INFORMATION

13.1. All communication with us should specify your name and Account information. Our contact information is as follows: First Choice Community Credit Union, 100 North 17th Street, Knoxville, TN 37921. All notices from you must be made in writing. Legal notice to us shall be effective when directed to our Legal Department and received at our address.

Section 14. GENERAL INFORMATION

14.1. The laws of the State of Tennessee and applicable provision of federal law, excluding its conflicts-of-law rules, govern this Agreement.

14.2. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

14.3. The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

14.4. You agree not to transfer or assign this Agreement or any of your rights under this Agreement. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

14.5. The provisions of this Agreement relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

14.6. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

14.7. Any controversy or claim arising out of or relating to this Agreement is to be resolved by arbitration. The arbitration is to be administered by the American Arbitration Association and is to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration is to be held before a panel of three arbitrators, each of whom must be independent of the parties. No later than 15 days after the arbitration begins, each party shall select an arbitrator and request the two selected arbitrators to select a third neutral arbitrator. If the two arbitrators fail to select a third on or before the 10th day after the second arbitrator was selected, either party is entitled to request the American Arbitration Association to appoint the third neutral arbitrator in accordance with its rules. Before beginning the hearings, each arbitrator must provide an oath or undertaking of impartiality. Either party may seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party. By doing so, that party does not waive any right or remedy under this Agreement. The interim or provisional relief is to remain in effect until the arbitration award is rendered or the controversy is resolved. The arbitrators are to have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this Agreement. Any arbitration proceeding under this Agreement must be commenced no later than two years after the controversy or claim arose. Failure timely to commence an arbitration proceeding constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the controversy or claim, and a waiver of the controversy or claim. The arbitrators are to interpret all controversies and claims arising under or relating to this Agreement in accordance with the laws set forth in Section 14.1. The arbitration is to be conducted in Tennessee. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.

14.8. The terms of the Deposit Agreement, all other agreements with us pertaining to the Accounts, are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements and this Agreement, the provisions of this Agreement shall control to the extent necessary. You agree that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Remote Deposit Service.

14.9. This Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Member or Credit Union, their respective successors, assigns and affiliates.