



Services as “For Deposit only, DGL)□ Account #\_” or as otherwise instructed by DGL)□. You agree to follow any and all other procedures and instructions for use of the Services as RadiFi may establish from time to time.

7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from RadiFi that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the fund’s availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after RadiFi receives payment for the funds submitted. RadiFi may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as RadiFi, in its sole discretion, deems relevant.
  - **Disposal of Transmitted Items.** Upon your receipt of a confirmation from DGL)□ that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. And you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to DGL)□ as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for DGL)□ audit purposes.
  - **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.
  - **Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by RadiFi from time to time. See RadiFi.org for current hardware and software specifications. RadiFi is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.
12. **Errors.** You agree to notify RadiFi of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable RadiFi account statement is sent. Unless you notify RadiFi within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against RadiFi for such alleged error.
13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in RadiFi’s sole discretion subject to the Membership & Account Agreement and Disclosures governing your account.
14. **Ownership & License.** You agree that RadiFi retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti- competitive manner, (ii) for any purpose which would be contrary to RadiFi’s business interest, or (iii) to RadiFi’s actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
15. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL

MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**16. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF RadiFi HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**17. User warranties and indemnification.** You warrant to RadiFi that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards. c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to RadiFi is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws, and regulations.

You agree to indemnify and hold harmless RadiFi from any loss for breach of this warranty provision.

**18. Other terms.** You may not assign this Agreement. This Agreement is entered into in Jacksonville, Florida, and shall be governed by the laws of the State of Florida and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.