

Remote Deposit Capture Services Disclosure and Agreement

TERMS OF AGREEMENT

This Remote Deposit Capture Services Disclosure and Agreement (“Agreement”) covers your and our rights and responsibilities concerning the MobileCheckSM services offered to you by Schools Financial Credit Union. The words “we,” “us,” “our” and “Credit Union” mean Schools Financial Credit Union. The words “you” or “your” mean each and all those who use the Services. The word “Services” means the remote deposit capture services offered by the Credit Union, also referred to as MobileCheck. The word “Account” means any one or more deposit accounts you have with the Credit Union. The About Your Credit Union Account Agreement and Disclosure (“Account Agreement and Disclosure”) is hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Account Agreement and Disclosure, this Agreement will control.

The Services are designed to allow you to make deposits to your checking, savings or money market savings accounts by electronically transmitting a digital image of your paper checks to the Credit Union or the Credit Union’s designated processor. There is currently no charge for the Services. Original checks are converted to substitute checks as that term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Board Regulation CC (“Check 21”), for deposit with the Credit Union and for processing and presentment to a collecting or paying financial institution. Additional information regarding Check 21 may be found at <http://www.ffiec.gov/exam/check21/faq.htm>.

- 1. Acceptance of These Terms.** Your use of the Services constitutes your acceptance of this Agreement. You agree to comply with the hardware and software requirements set forth herein. We reserve the right to change the terms and charges for the Services described in this Agreement and we may amend, modify, add to or delete from this Agreement from time to time. Your continued use of the Services after we provide notice of changes to this Agreement to you will constitute your acceptance of the revised Agreement.

- 2. Eligible Items for Deposit.** You agree to deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Regulation CC”). You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in California. For purposes of this Agreement, “check” (as defined in Regulation CC) means a negotiable demand draft that is drawn on:
 - Or payable through or at an office of a bank or credit union;
 - A Federal Reserve Bank or a Federal Home Loan bank;
 - The Treasury of the United States;
 - A state or local government that is not payable through or at a bank or credit union;
 - A United States Postal Service money order or
 - A Traveler’s check drawn on or payable through or at a bank or credit union.

For purposes of this Agreement, "item" (as defined in Article 4 of the California Commercial Code) means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

- 3. Capture Process.** Upon receipt of the digital image, the Credit Union's processing agent shall perform an image quality assessment of the image and shall 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 items (e.g., substitute check, image exchange, ACH) are cleared or presented for payment shall be determined by the Credit Union in its sole discretion. The Credit Union reserves the right to select the clearing agents through which the Credit Union clears items.
- 4. Rejection of Deposit.** We are not liable for any service or late charges levied against you due to our 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.
- 5. Items Returned Unpaid.** A written notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account.
- 6. Funds Availability.** Items transmitted through this Service are NOT subject to the funds availability requirements within Federal Regulation CC or the standard funds availability schedule described in your Schools Financial account agreement entitled "Account Disclosures & Agreement." Schools [Financial](#) reserves the right to hold funds for up to five (5) business days from the day you deposit a check although you may receive faster availability of your funds based on such factors as type of check, credit worthiness, the length and extent of your relationship with Schools [Financial](#), transaction and experience history, and such other factors as Schools [Financial](#), in its sole discretion, deems relevant. During such a hold, the funds will show in your account balance and will be eligible to earn dividends if the account pays dividends; however, the funds will not be available to pay checks written, make bill payments or pay other debits against the account.
- 7. Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are interrupted or are otherwise unavailable, you acknowledge that you may deposit original checks to your Schools Financial account in person at a branch, ATM or by U.S. mail. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us. You will receive electronic confirmation of items that are provisionally accepted for deposit.
- 8. Periodic Statement and Your Duty to Report Errors.** You will designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling, in the aggregate,

the financial transactions requested in connection with the Services. Any remote deposits made through the Services will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify us of any suspected error regarding checks deposited through the Services by calling **916-569-5400** (Sacramento area) or **800-962-0990**, or emailing us at **memberservices@schools.org** by no later than sixty (60) days after the date of the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period. You shall be responsible for auditing and balancing any settlement account.

9. Hardware and Software Requirements. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. You are solely responsible for electronically transmitting deposit items, accessing the Services from the Credit Union and for maintaining your image capture equipment. You will be responsible for the payment of all telecommunications expenses associated with the Services. You agree it is your responsibility to safeguard any computer, mobile device or equipment you employ to use the Services, and to use reasonable security procedures, including up-to-date software, web browsers and anti-virus software. The Credit Union shall not be responsible for providing or servicing any equipment for you. Further, we are not responsible for any third party software you may need to use the Services. Any such third party 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. In order to use our MobileCheck product, you must download the Schools Mobile Banking app on any of the following approved mobile devices: Android, Android tablet, iPhone or iPad 3 or higher.

10. Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to electronically transmitting a digital image of the original check, you will restrictively endorse any item transmitted through the Services as “For mobile deposit only, Schools Financial Credit Union” and include your full account number or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. The digital image of the check transmitted to us using the Services must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures and (3) other information placed on the check prior to the time an image of the check is captured, including but not limited to any required identification written on the front of the check, any endorsements applied to the back of the check and the amount and payee stated on the check. The image quality for the check must meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, including the requirements under federal Regulation CC, and any other regulatory agency, clearing house or association. In addition, for use of our MobileCheck product, images must be taken using an approved mobile device.

11. Check Retention and Destruction. Upon your receipt of a confirmation from us that we have received the image of an item, you agree to prominently mark the item as ***“Electronically Presented”*** or ***“VOID”*** to ensure that it is not represented for payment. You agree to securely store each original check that you deposit using the Services for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days after transmission to us, and shall properly destroy and dispose of such original checks after such time. During the retention period, 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, theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Services) and unauthorized use of information derived from the original checks. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. You agree never to represent the check. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

12. 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. Current deposit limits are \$10,000 for one check.

13. Compliance With Law. You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Services, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which the Credit Union is a party that govern the Services we provide. You promise to indemnify and hold the Credit Union harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your account and this Agreement.

14. Accountholder’s Warranties. You make the following warranties and representations with respect to your use of the Services and each image of an original check you transmit to us using the Services:

- You have the authority to enter into this Agreement and perform your obligations hereunder.
- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check as of the time it is deposited through the Services, without any alteration, and the drawer of the check has no defense against payment of such check.
- The amount, the payee, signature(s) and endorsement(s) on the original check are legible, genuine and accurate.

- Other than the digital image of an original check that you remotely deposit through your use of the Services, there are no other duplicate images of such original check.
- 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.
- You will not deposit or otherwise endorse to a third party the original item (the original check) or image or copy thereof and no person will receive a transfer, presentment or return of, or otherwise be charged for, the item (whether the original item, electronic check, electronic returned check, substitute check 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.
- 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.
- Each check you submit for deposit has not been materially altered.
- You have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment.
- You will not use the Services and/or your accounts for any illegal activity or transactions.
- 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.
- Each check that you submit to us for deposit will not be resubmitted in any format to the Credit Union or to any other person for payment and will not cause the same drawer's account to be debited twice.
- Each check you submit for deposit is drawn in United States dollars on a financial institution located in the United States, excluding its territories.

15. Unacceptable Deposits. You understand and agree that you are not permitted to deposit the following items using the Services:

- Any item drawn on your personal account at the Credit Union
- Any item that is stamped with a "nonnegotiable" watermark
- Any item that contains evidence of alteration to the information on the check
- Any item issued by a financial institution in a foreign country
- Any item that is incomplete

- Any item that is “stale dated” (dated more than six (6) months prior to the date of deposit)
- Any item that is “post dated” (dated after the date of deposit)
- Any third party check (i.e., any item that is made payable to another party and then endorsed to you by such party)
- Any item that has been redeposited or returned such as “nonsufficient funds” or “refer to maker” or returned for any other reason
- Cash
- Savings bonds
- Any item (including tax refund checks and other government checks) made payable to more than one party, where not all parties are owners or signers on the account.

Deposits of this nature may result in the immediate termination of the Services.

16. Confidential Information. You acknowledge and agree that confidential data relating to the Services, marketing strategies, business operations, business systems, databases, processes, methods, information or documentation disclosed or made available as part of the Services (other than those which are or become part of the public domain), are the exclusive and confidential property of the Credit Union (the “Confidential Information”). You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information. Upon termination of this Agreement for any reason, you shall return to the Credit Union any and all copies of Confidential Information which is in your possession and control.

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

18. Securing Images. When using the Services, you understand that check images captured using your computer or mobile device are only to be stored on the computer or device until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your computer or mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the computer or device.

19. Ownership and License. You agree that we retain 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 in any anti-competitive manner, for any purpose which would be contrary to the Credit Union’s business interest or to the Credit Union’s actual

or potential economic disadvantage in any aspect. You may use the Services only for nonbusiness, 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.

20. Disclaimer of Warranties. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED 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 WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

21. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. THE CREDIT UNION’S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR OUR 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.

22. 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, including failures in communication or computer networks.

23. Termination of the Services. You may, by written request, terminate the Services provided for in this Agreement. You must allow up to three (3) business days for your request to be processed. We may terminate your use of the Services at any time without sending you prior written notice. In the event of termination of the Services, you will remain liable for all transactions performed on your account. Upon termination, you will immediately cease using the Services and you shall promptly remit all unpaid monies due under this Agreement, if any. The Credit Union may immediately suspend or terminate your access to the Services in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Services or the Credit Union from harm or compromise of integrity, security, reputation or operation or that you are in breach of this Agreement or are otherwise using the Services in a manner inconsistent with the terms of this Agreement or with applicable law.

24. Accountholder's Indemnification Obligation. You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees, members and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (i) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you, your employees, consultants and/or agents involving use of the Services; (iii) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to the Services and (iv) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. You shall be provided with prompt notice of any claims and given full authority and assistance (at your expense) for the defense of any such claims, provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense. However, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

25. Email Address. You acknowledge that you are required to maintain a current email address where we will send you notifications and communications under this agreement. You agree to notify the Credit Union immediately if you change your email address.

26. Relationship to Other Disclosures. The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of your account.

27. Governing Law. You understand and agree that this Agreement 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 California, 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 California.

28. Business Days. The Credit Union's business days are Monday through Friday, except holidays. The Credit Union's business hours are 9:00 a.m. to 6:00 p.m., Pacific Standard Time, each business day.

29. Notices. Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from you or any other person, or provide any notice or advice to you or any other person with respect to any matter.

30. 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.

31. Relationship. This Agreement does 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.

32. Assignment. You will not assign this Agreement without prior written consent of the Credit Union. The Credit Union may assign this Agreement without your consent and without prior notice to you.

33. Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

34. Survival. Sections 6, 20 and 23 shall survive termination of this Agreement.

Additional Terms and Conditions Applicable to Business Accounts

In addition to the above, the following terms and conditions apply to the use of the Services by a business member. In this section, the words "Member," "you" or "your" refer to the business.

Authority. Member warrants and represents to the Credit Union that it has full and complete authority to enter into this Agreement. We may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person who is described as an authorized representative or authorized person of Member (collectively, "Authorized Person"). We may require further written confirmation of instructions given orally or by facsimile. Each Authorized Person is authorized to conduct any transaction within the scope of the Services. We may rely on any written notice containing signatures of an Authorized Person if we believe, in good faith, that the signature is genuine. Each Authorized Person may act alone notwithstanding any instruction to the Credit Union that two or more Authorized Persons must act jointly. If we receive conflicting instructions from Authorized Persons, we may: (i) honor one or more of the instructions received; (ii) refuse to honor any of the instructions until the Credit Union receives instructions to which all Authorized Persons agree or (iii) submit to a court all funds which are subject to the conflicting instructions (at which time the Credit Union shall be automatically discharged from any obligations with respect to such funds).

No Litigation. There is no action, suit or proceeding pending or to Member's knowledge threatened which, if decided adversely, would impair Member's ability to carry on its business substantially as now conducted or which would adversely affect Member's financial condition or operations.

Information. You represent and warrant that all information provided by you to us is true and complete and properly reflects the business, financial condition and principal partners, owners or officers of Member.

Statement of Business Purpose. Member agrees that Member has represented to the Credit Union that Member is using the Services for business and/or commercial purposes and that the Services will only be used for business and/or commercial purposes. Member agrees that it will not use the Services for any personal, family or household purposes.

Check Retention and Destruction. For the retention period described above in Section 11, original checks shall be maintained in a secure fashion under procedures similar to which Member maintains

other confidential or proprietary information. During the retention period, Member shall take appropriate security measures to ensure that only authorized personnel who are fully bondable and have passed a thorough screening shall have access to the original checks.

Change in Structure. Member shall provide written notice to the Credit Union of any changes to the information provided by Member to the Credit Union, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by us within five (5) business days of the change. Further, upon our request, you shall provide updated information within five (5) business days of such request. We retain the right to: (1) review your business activity from time to time to confirm that you are conducting business as stated by you and (2) reprice or terminate the Services based on changes to the facts previously stated by you.

Inspection. Upon reasonable advance notice from us to you, we shall have the right to inspect your books and records and to make on-site visits to any and all Member locations with regard to all information deemed by us to be necessary or pertinent to your use of the Services. Information subject to our right of inspection shall include all information maintained by Member with respect to Member's customers, clients, vendors and processors (including audits) if, in our opinion, Member's relationship with such customers and clients is materially related to the transactions and Services conducted through us under this Agreement. Physical site visits may be conducted to ensure notification and communication processes and disclosure requirements are being followed with respect to those addressed under this Agreement.

Change in Financial Circumstances. You understand and agree that you must inform us immediately in the event a material change in Member's financial circumstances occurring after registration for the Services. If you are using the Services to deposit items into an account in the name of a business to which you are a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at your business; (b) any change in a representation or statement made or furnished to us by you or on your behalf; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) you liquidate or dissolve, or enter into any consolidation merger, partnership or joint venture; (e) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to us, whether related or unrelated to the account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (h) you or any guarantor dies; if you are a corporation, any principal officer or ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of your property on or in which we have a lien or security interest, including a garnishment of any of your accounts with us; (j) a judgment or judgments is entered against you or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within

thirty (30) days or stayed pending appeal; (k) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in your financial condition or applicable credit histories and (m) you are in default under any agreement for borrowed money or any other material contract. You agree to provide us any financial records we reasonably request to determine your financial status during the terms of this Agreement.