

Mobile Terms and Conditions

1. **Eligible Enrollees.** You have agreed to accept mobile banking services (the "Services") in accordance with these Mobile Terms and Conditions. The Services are only available to Internet banking customer of your financial institution. The terms and conditions of your Internet Banking and Bill Payment Agreement apply to Internet banking and bill payment services that you receive through the Service. By accepting and using the Service, you agree to comply with your Internet Banking and Bill Payment Agreement as well as these Mobile Terms and Conditions.
2. **General.** Access to your financial institution's Internet banking services via your mobile device is powered by the mobile technology solution owned by mFoundry, Inc (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.
3. **Ownership.** You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Terms and Conditions.
4. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Licensor or your financial institution. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.
5. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Licensor or your financial institution.
6. **Updates.** The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

7. Text Messages. Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

8. Consent to Use of Data. You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

9. Export Restrictions. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

10. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

11. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MFOUNDRY OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE

SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Miscellaneous. This Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

END USER TERMS FOR SMS

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from your financial institution. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

The services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content transmitted through the text messages sent to and from your financial institution. You must provide source indication in any messages you send (e.g., mobile telephone number, 'From' field in text message, etc.).

Mobile Check Deposit Disclosure and Agreement

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING.

This Agreement contains the terms and conditions for the use of Santa Clara County Federal Credit Union ("Credit Union", "we" or "our") Mobile Check Deposit Services ("Service") that the Credit Union may provide to you ("you", "your", "yours", "ours" or "User"). Other disclosures you have entered into with the Credit Union, including the Truth in Savings Disclosure and other agreements governing your account, are incorporated by reference and made a part of this Agreement.

14. Services

The Mobile Check Deposit services ("Service(s)") are designed to allow you to make deposits to eligible checking or savings accounts from remote locations by electronically transmitting a digital image of a paper check ("item", "original check") and delivering the images and associated deposit information to the Credit Union or our designated processor.

You agree to only use Mobile Check Deposit to deposit checks for consumer purposes, specifically, for personal, family, or household purposes. You agree this Service will NOT be used for business purposes, under any circumstances.

15. Acceptance of these Terms

Your use of the Mobile Check Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change at any time without notice. We will generally notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Services.

16. Limitations of Service

Mobile Check Deposit may, at times, be temporarily unavailable due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider or internet software. The Credit Union will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event that this Service is not available to you, the original check can be deposited at any of our branch locations during regular business hours, through a participating ATM, or by mail. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit. However, you will receive an email notification of items that are not accepted for deposit by the next business day.

17. Eligible Items

You agree to provide a digital image and 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 the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in California.

Any image of a check that is transmitted 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.

Prior to capturing the original check, you agree to restrictively endorse the back of the original check or use a qualified endorsement, if specified by the payee. Your endorsement will include the account number to which you are making the deposit, including the words "For Deposit

Only" or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time.

The image of the check transmitted by you 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); (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.

18. Ineligible Items

You agree that you will not use the Service to deposit any checks or other items listed below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks with any endorsement on the back other than specified in this agreement.
- c. Checks which have previously been submitted through the Service or a remote/mobile deposit capture service offered at any other financial institution, or checks or items previously converted to a substitute check, as defined in Regulation CC.
- d. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Regulation CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks stamped "non-negotiable" or with a "non-negotiable" watermark.
- j. Checks or items prohibited by the Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account(s).

k. Money orders, travelers checks, gift checks, savings bonds, state issued registered warrants (IOUs only), or other items not deemed to be acceptable as periodically defined under the terms of your Santa Clara County Federal Credit Union Credit Union account(s)..

l. Check or items drawn on the same account number and/or the same or different suffix number.

19. Depositor's Responsibility

You are solely responsible for taking the digital image of the deposit items, accessing the Service from the Credit Union and for maintaining your equipment. You agree to, at your sole expense, be responsible for the payment of all telecommunications expenses associated with the utilization of the Service. The Credit Union shall not be responsible for providing or servicing any equipment or devices for you.

20. Receipt of Items

We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right to reject any item transmitted through the Service, 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 the Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

21. Provisional Credit and Availability of Funds

You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds from any item deposited using the Service will be available after the Credit Union receives payment from the institution from which the item is drawn. The Credit Union may make funds from items deposited using this Service available sooner based on factors we, in our sole lawful discretion, elect to consider, such as your account history information with the Credit Union and the balances in the accounts you have with the Credit Union.

Generally, check images submitted prior to 4:00 pm Pacific Standard Time on a business day will be deemed received on that business day. Check images received after 4:00 pm Pacific Standard Time Monday - Friday or on a weekend or holiday will be deemed to have been received the following business day.

22. Deposit Limits

The Credit Union may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still

be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current deposit limit is as follows:

The daily deposit limit for new membership accounts opened less than 30 days is \$5,000.

The daily deposit limit for membership accounts opened more than 30 days and in good standing is \$20,000.

Currently there is no daily, weekly or monthly limit on the number of items that may be deposited as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other Credit Union services.

23. Disposal of Transmitted Items

Upon your receipt of a confirmation from the Credit Union that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented". You agree to retain each original check deposited through Mobile Deposit Capture in a secure locked location for 90 days. After 90 calendar days, you agree to dispose of the item(s) in a method which prevents the item(s) from being represented for payment and you agree never to represent the item. You agree to promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Credit Unions audit purposes.

24. Hardware and Software

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. See www.sccfcu.org for current hardware and software specifications. The Credit Union is not responsible for any third party software you may need to use the Service. 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.

25. Security Requirements

To prevent unauthorized usage of the Service, you agree to ensure the security of the mobile device owned or used to access the Service. You are responsible for maintaining the confidentiality and security of your device, access numbers, passwords, security questions and answers, account numbers, login information and any other security or access information (collectively, "Access Information") used by you to access the Service. You are responsible for all electronic communication, image transmission, email and other data ("Communications") entered using your Access Information. Any Communications received through the use of your Access Information will be deemed to be sent or authorized by you. You agree to immediately notify the Credit Union if you become aware of any loss, theft or unauthorized use of any Access Information, including your mobile device(s). You are responsible for installing operating system patches, antivirus software, firewall and spyware detection, maintaining current security

software, and securing the device from theft or unauthorized use. Additionally, the Credit Union may also request additional information from you.

26. Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion subject to the Truth in Savings/Membership Agreement and Disclosure and other agreements governing your account.

27. Ownership & License

You agree that the Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Service 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 Service. 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 the Credit Union's business interest or contrary to any applicable state or federal law, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Service 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 Service.

28. Acknowledging your access and consent to receive materials electronically

To confirm to the Credit Union that you can access this information electronically, which will be similar to other electronic notices and disclosures which we will provide to you, your acceptance of this electronic disclosure is acknowledgement you are able to print on paper or electronically save this page for future reference and access, or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Your acceptance of the terms of this agreement is your consent to receive notices and disclosures in electronic format on the terms and conditions described above. You confirm that:

You can access and read this Mobile Deposit Capture User Agreement; and

You can print or save or send the disclosure to a place where it can be printed it, or for future reference and access; and

Until or unless you notify the Credit Union otherwise you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents which are required to be provided or made available to you by the Credit Union during the course of your use of the Service.

29. Charges or Fees

The Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If you deposit an ineligible item prohibited in the Eligible Items section of this agreement you will be assessed a fee in the amount shown on the Credit Union Fee Schedule. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on the current Credit Union Fee Schedule for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that the Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at the Credit Union including but not limited to account servicing and collection purposes.

30. Errors

You agree to immediately notify the Credit Union at (800) 282-6212 or memberservices@sccfcu.org of any suspected errors regarding items deposited through the Services, and in no event later than 60 days after the applicable account statement is sent. Unless you notify the Credit Union 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 the Credit Union for such alleged error.

31. 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 SERVICE OR TECHNOLOGY WILL BE CORRECTED.

32. LIMITATION OF LIABILITY

THE CREDIT UNION'S LIABILITY FOR ERRORS OR OMISSIONS WITH RESPECT TO THE DATA TRANSMITTED OR PRINTED BY THE CREDIT UNION WILL BE LIMITED TO CORRECTING THE ERRORS OR OMISSIONS. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, BUT NOT LIMITED TO DAMAGES FOR LOSS OR PROFITS, GOODWILL, USE DATA OR OTHER LOSSES RESULTING FROM THE USE

OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU AND 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 THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

33. User warranties and indemnification

You warrant to the Credit Union that:

Each image of a check transmitted 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.

You will comply with this Agreement and all applicable rules, laws and regulations.

The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse 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.

Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate images of the original check.

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.

You have not knowingly failed to communicate any material information to the Credit Union.

You have and will retain possession of each original check deposited using the Services and no party will submit the original check for payment.

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

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.

Your account into which you deposit checks using the Service, and the funds from such checks, are only used for consumer purposes and not for business purposes.

You will not use the Services and/or your accounts for any illegal activity or transactions.

Each item has not been altered and that all signatures on each check are authentic and authorized.

You agree to indemnify and hold harmless Santa Clara County Federal Credit Union from any loss for breach of this warranty provision. You further agree to indemnify, defend and hold harmless the Credit Union and its membership, directors, officers, employees and agents from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) Your failure to abide by or perform any obligation imposed upon a Credit Union member under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of the service; (c) the actions, omissions or commissions of you and/or your agents relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith.

34. 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 shall 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, security, reputation, or operation.

35. Other Terms

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. You may not assign this Agreement. This Agreement is entered into in San Jose, California, and shall be governed by the laws of the State of California and of the United States. 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 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. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.