

Mobile Deposit

Use of Northern Credit Union's Mobile Deposit Service is subject to approval by Northern Credit Union ("Northern," "we," "us").

If you, the account-holder, are approved for mobile remote deposit capture, you agree that use of mobile deposit is subject to the following terms and conditions in conjunction with the membership agreement.

1. Mobile Deposit allows you to make check deposits to your Northern savings (share) and/or checking (share draft) accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to Northern.
2. Northern is not responsible for any technical difficulties you experience attempting to use Mobile Deposit. You agree and understand that Mobile Deposit may at times be temporarily unavailable. In the event that Mobile Deposit is not available, you acknowledge that you can deposit an original check at a Northern branch or depository Northern ATM, or by mailing the original check to a Northern branch location. It is your sole responsibility to verify that items deposited using Mobile Deposit have been received and accepted for deposit.
3. To use Northern's Mobile Deposit service, you must have a suitable mobile device.
4. When you make a successful Mobile Deposit deposit, you will be notified by an in application message. You agree that once you have received confirmation that we have successfully processed your Mobile Deposit deposit, you will clearly mark "void" and retain for an additional five business days. You agree to defend, indemnify and hold Northern and any Northern third party service provider from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via Mobile Deposit being presented for duplicate payment.
5. Only the following items are eligible for Mobile Deposit deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States. Checks must be payable to you. In order for an Item to be processed for deposit, it must be properly endorsed in the proper location on the back of the Item and signed by the payee. You agree not to attempt to use Mobile Deposit to deposit checks you have reason to believe may not be collectable by the credit union, including checks with any of the following characteristics:
 - The check is not payable to you;
 - There is any apparent alteration to the front of the check;
 - You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - The check is payable in a currency other than U.S. dollars;
 - The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act.
 - The check has been remotely created.
 - The date of issue of the check is more than 6 months prior to the attempted deposit date; or you have any reason to believe that the check will not be paid by the institution on which it is drawn.
 - The check image transmitted via Mobile Deposit must be legible and compliant with requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.
6. We may terminate or change the terms of Mobile Deposit service, or terminate your use of Mobile Deposit Service at any time, including but not limited to the categories of checks we will accept for deposit via Mobile Deposit or endorsement requirements, with or without notice to you.
7. We may, at our sole discretion, refuse to accept any item presented for deposit via Mobile Deposit. We will notify you via

the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via Mobile Deposit.

8. **Funds Availability.** Deposited funds will be available in accordance with Northern's Funds Availability Policy disclosure. We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with Northern and your creditworthiness. Any crediting of your account for Items deposited via the Service is provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or as a Substitute Check. Any Item that is returned or dishonored may be charged to your Deposit Account or any other account in your name. Any dishonored Item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.
9. You agree to notify us of any errors with respect to Mobile Deposit deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear. In the event of an error with respect to any original check or image thereof transmitted to us or deposit or a breach of the agreement, you will immediately contact us at **1.866.310-6328** or email us using our secure messaging service within Mobile or Online Banking.
10. You agree not to copy, reproduce, distribute or create derivative works from the content of the Mobile Deposit service or to reverse engineer or reverse compile any technology used to provide the Mobile Deposit service. Northern and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites.
11. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
12. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT 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 IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
13. **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 LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF NORTHERN HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

