

Remote Deposit Capture Disclosure

eMobile Deposit User Agreement

This eMobile Deposit User Agreement contains the terms and conditions for the eMobile Deposit Service that Northern Skies Federal Credit Union ("Northern Skies", "we", "us" or "our") may provide to you ("you" or "your"). Other agreements you have entered into with Northern Skies, including the Terms and Conditions of Your Account governing your Northern Skies account, are incorporated by reference and made a part of this agreement.

1. **Service.** The eMobile Deposit service ("service") is designed to allow you to make deposits to your savings, checking, money market shares or loan accounts by photographing your checks and electronically transmitting a digital image to us or our designated processor.
2. **Acceptance of these Terms.** Your use of the service constitutes your acceptance of this agreement. This agreement is subject to change from time to time. We will notify you of any material change via e-mail or through our website by providing a link to the revised agreement and may amend, modify, add to, or delete from this agreement from time to time. Your continued use of the service will indicate your acceptance of any such changes to the service.
3. **Limitations of Service.** When using the service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages you may incur. The service may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notices. 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.
4. **Eligible Items.** You agree to only deposit "checks" as that item is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not deposit the following items using the service:
 - Any third party check, i.e., any item that is made payable to another party and then endorsed to you by the original payee
 - Any check that contains evidence of alteration to the information on the check 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 item is drawn
 - Any check payable to more than one payee, unless all the payees are on the account in which the item is being deposited to
 - Any check drawn on a financial institution located outside the United States or not payable in United States currency
 - Any check that is "stale dated" more than six (6) months prior to the date of deposit
 - Any check that is a remotely created check, as defined in Reg. CC
 - Any check that was previously converted to a substitute check, as defined in Reg. CC
 - Any check payable on sight or payable through Drafts, as defined in Reg. CC
 - Any check that has previously been submitted through the service or through a mobile deposit service offered at any other financial institution
 - Any check that is in violation of any federal or state law, rule, or regulation
 - Any check that is prohibited by Northern Skies' current Terms and Conditions of Your Account
5. **Endorsement and Procedures.** You agree to legibly endorse any item transmitted through the service with your signature and member number. You agree to follow any and all other procedures and instructions for use of the service as Northern Skies may establish from time to time.

6. **Receipt of Items.** 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 that were dropped during transmission. An image shall be deemed received when you receive a confirmation from Northern Skies that we have received the image. Receipt of such confirmation does not mean that the transmission was error free. We reserve the right to charge back to your account at any time any item that we subsequently determine to not be an eligible item. Northern Skies is not responsible for any loss, fees or costs you may incur as a result of our chargeback of an ineligible item.
7. **Availability of Funds.** You agree that items using the service are not subject to funds availability requirement of the Federal Reserve Board Reg CC. You understand that we may make provisional funds immediately available depending on factors that Northern Skies, at our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final.
8. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Northern Skies that we have received the image of an item, you agree to retain the check for at least 30 calendar days from the date of image transmission. 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 Northern Skies as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Northern Skies' audit purposes.
9. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the service and to modify such limits from time to time.
10. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Terms and Conditions of Your Account, which govern your account.
11. **Errors.** You agree to notify Northern Skies of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Northern Skies account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
12. **Errors in Transmission.** By using the service you accept the risk that an item may be intercepted or misdirected during transmission. Northern Skies bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
13. **Image Quality.** The image of an item transmitted to Northern Skies using the service must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
14. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer 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.
15. **Termination.** We may terminate this agreement at any time and for any reason. This agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this agreement may be terminated if you breach any term of this agreement, if you use the service for any unauthorized or illegal purposes or you use the service in a manner inconsistent with the Terms and Conditions of Your Account, or any other agreement with us.
16. **Enforceability.** We may waive enforcement of any provision of this agreement. No waiver of a breach of this agreement shall constitute a waiver of any prior or subsequent breach of the agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this agreement. In the event that any provision of this agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

17. Ownership and License. You agree that Northern Skies retains all ownership and proprietary rights in the service, 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 service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Northern Skies' business interest, or (iii) to Northern Skies' actual or potential economic disadvantage in any aspect. You may use the service 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 service.

18. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICE 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 SERVICE, 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 SERVICE (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.

19. 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 SERVICE 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 SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF NORTHERN SKIES HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.