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Governing law. These Terms and Conditions shall be governed by and construed in accordance with the law of the state of North Dakota, without regard to the conflict of laws thereof, and to the laws of the United States.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by Northern Valley FCU of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Mobile App Contact. You may contact Northern Valley FCU by E-mail (do not send passwords or vital information) info@northernvalleyfcu.com or by calling **800-901-2628**.

What Does This Agreement Cover

This Agreement between you and the Northern Valley FCU governs the use of Mobile Banking services. These Mobile Apps permit Northern Valley FCU members to perform a number of banking functions on accounts linked to the Mobile App through the use of a mobile device or mobile smart telephone, including some credit card accounts and investment accounts with our affiliates. Unless indicated otherwise by the context, "linked Northern Valley FCU accounts" or "linked accounts" refers to all of your accounts with Northern Valley FCU or its affiliates that you have linked to Mobile Banking solution.

Accepting the Agreement

When you use any of the Mobile Banking Mobile Apps described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Relation to Other Agreements

Your use of Mobile Banking services may also be affected by the agreements between us for your linked Northern Valley FCU accounts. When you link an account to Mobile Banking, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile Banking to access your account, you do so under the terms and conditions we gave you in the agreement and disclosure for your account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Mobile Banking.

Mobile Banking

You may use Mobile Banking to:

- View current balance information for your linked Northern Valley FCU accounts.
- Review available transactions for your linked accounts.
- View contact telephone numbers, additional contact details and information such as 'about us'
- View account alerts and notifications.
- Perform basic Mobile Apps such as changing your Mobile ID and Mobile passcode
- Send us secure mobile mail messages and questions regarding your Mobile Banking Mobile App.
- Transfer funds between your linked internal Northern Valley FCU accounts on either a one-time or recurring basis, including as a payment to a linked installment loan(s).
- Transfer funds from your linked Northern Valley FCU personal to other accounts that you are a joint owner.
- Pay bills and external payees as defined by the capabilities of the mobile Picture Pay.

Some of the above Mobile Apps services may not be available for certain accounts or members.

Description of Mobile Banking Services

Internal Account Transfers

- Processing of Transfer Requests
 - Transfers can be made in 2 ways, on a 1-time basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every 2 weeks.
 - One-time immediate transfers can be made from checking or savings accounts to make loan payments or to other joint accounts.
 - Transfers from a deposit are immediately reflected in the account's available balance. Transfers scheduled for a weekend or a non-bank business day will be processed on the next business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.
- Transfers to Deposit Accounts
 - Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history.
 - All transfers submitted to a checking or savings accounts are immediately reflected in the account's available balance.

Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using MOBILE Banking are subject to the following limitations:

- Picture Pay payments can be for any amount between \$1.00 to \$2,500 for ACH and \$1.00 to \$5,000 for checks.
- One-time immediate transfers between linked Northern Valley FCU accounts can be for any amount between \$0.01 and \$9,999.99.
- At the Northern Valley FCU discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

Transfer/Payment Authorization and Sufficient Available Funds

- You authorize Northern Valley FCU to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or

payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.

- At our option, we may make a further attempt to issue the payment or process the transfer request.
- Northern Valley FCU is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Transfers

- Transfers
 - You cannot cancel a 1-time immediate transfer after it has been submitted in Mobile Banking and the information has been transmitted to us.
 - Future-dated and recurring transfers can be canceled prior to midnight CT on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

Alternative Method

Note: The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: 800-901-2628

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

Other Terms and Conditions

Monthly Mobile App Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly Mobile App charge for accessing your linked accounts with the Mobile App.

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access mobile banking you might incur charges for:

- Normal account fees and Mobile App charges.
- Any Internet Mobile App provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through the Mobile App from a savings or checking account may result in an excess transaction fee. See your savings or checking account for details.
- Additionally, fees may be assessed for added self-Mobile App features available through mobile Banking service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Terms and Conditions Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee of \$15.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Mobile Banking Hours

Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to mobile Banking. Northern Valley FCU is available from 8:00 a.m. to 5:30 p.m. CT, M-F excluding Federal Reserve holidays. You may also write us at: Northern Valley Federal Credit Union, 3030 Demers Ave, Grand Forks, ND 58201

Canceling Your Mobile App

If you choose to cancel your Mobile App, any unprocessed payments loaded in Picture Pay will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Mobile App.

Joint Accounts

When your mobile Banking Mobile App is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Online ID will be identified as one Mobile App.

Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or Mobile Apps. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or Picture Pay payments through your mobile Banking after the effective date of a change, you indicate your agreement to the change.

Cancellation

Your mobile Banking remains in effect until they are terminated by you or the Northern Valley FCU. You may cancel your Mobile App at any time by notifying us of your intent to cancel in writing, through mobile Banking secure mail, or by 800-901-2628. This cancellation applies to your mobile Banking Mobile App, and does not terminate your Northern Valley FCU accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Mobile App.

We may terminate your participation in mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Use of External Email Address

With the Mobile App we may send messages to your external email address and notify you that responses to your payment inquiries or member Mobile App inquiries are available, or as otherwise described within the Mobile App. We cannot act on instructions sent by you from an external email address. You should use mobile Banking secure mail to send instructions to the Northern Valley FCU. If, for any reason your external email address changes or becomes disabled, please contact Northern Valley FCU immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Member Mobile App tab within your mobile Banking Mobile App.

Transfers From Savings Accounts to Checking Accounts

Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings to a checking account. You can make no more than a total of six (6) automatic or preauthorized transfers, mobile Banking transfers to a checking account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle).

Contact by Northern Valley FCU or Affiliated Parties

No Northern Valley FCU employee, nor any company affiliated with Northern Valley FCU will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

Reporting Unauthorized Transactions

Call 800-901-2628

Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or Picture Pay payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates as permitted under Federal and applicable state laws
- On a closed account, if we reasonably believe you have mishandled it

Account Statements

We report your Picture Pay transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

Limitation of Liability for Mobile Banking Transactions

Tell us at once if you believe your mobile Banking passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your mobile Banking could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the first statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period. If we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your mobile Banking ID and passcode, you are authorizing that person to use your Mobile App, and you are responsible for all transactions that person performs while using your Mobile App. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every mobile Banking session.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If mobile Banking Mobile Apps weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee

There may be other exceptions not specifically mentioned.