



Credit Union Mobile Deposits - Terms and Conditions (Business)

This Mobile Check Deposit User Agreement (Agreement) contains the terms and conditions for the use of Navy Federal's Mobile Deposit Service. Other agreements you have entered into with Navy Federal, including the Navy Federal Business Services Important Disclosures booklet, as applicable to your Navy Federal account(s), are incorporated by reference and made a part of this Agreement.

Service Definitions

"Business Day" is every Monday through Friday, excluding Federal Holidays. "Service" refers to Navy Federal Credit Union's Mobile Deposit Service.

Use of Service

This Service allows you to deposit checks into eligible Navy Federal accounts from a remote location with a compatible mobile device, which then delivers the images and associated deposit information to Navy Federal electronically. You may use this Service only for business purposes in accordance with this Agreement. In order to use this Service, you must obtain and maintain, at your expense, compatible hardware and software. We are not responsible for the functionality or maintenance of any third-party hardware or software you may need to use the Service.

Agreement Acceptance

This Agreement applies to business member checking and savings accounts only. The use of the Service means you agree to all terms and conditions in this Agreement. This Agreement is subject to change from time to time. Navy Federal reserves the right, in its sole discretion, to change, modify, add, or remove portions from this Service. Your continued use of this Service will indicate your acceptance of any such changes to this Service. Please read this Agreement carefully and keep a copy for your records.

Eligibility and Qualification Requirements

To qualify for this Service, you must meet certain eligibility criteria as dictated by us. You may be denied access to this Service for serious account issues, which are determined at Navy Federal's sole discretion. These serious account issues include, but are not limited to, potential fraud or security concerns, unknown address, and identity or membership verification.

Eligible Accounts

All business checking and savings accounts currently offered by Navy Federal are eligible for this Service.

Navy Federal reserves the right, in its sole discretion, to change, modify, add, or remove business checking and savings accounts eligible for this Service.

Limitations of Service

When using this Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend, or revoke services immediately and at any time without prior notice to you. In the event this Service is not available to you for any reason, you acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

Charges or Fees

Navy Federal does not charge a usage fee for business use of this Service. We reserve the right to start charging for this Service at any time. Charges from your wireless provider may apply.

You also agree that we may contact you via your wireless device for any purposes concerning your accounts at Navy Federal, including, but not limited to, account servicing and collection.

Returned Checks

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 returned check to the account into which the check was originally deposited. If there are insufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment in accordance with the terms and conditions of your account agreement with Navy Federal and the Navy Federal Business Services Important Disclosures booklet. You agree that Navy Federal may debit any account maintained by you in order to obtain payment of your obligations under this Agreement.

Termination of Service

You have the right to discontinue your use of the Service at any time. This may be accomplished through navyfederal.org or by phone at 1-888-842-6328. When terminating this Service, you will not receive a refund of any usage fees that have already been collected.

Eligible Items

You agree to only deposit "checks," which are defined as negotiable demand drafts on or payable through an office of a bank. When the image of the check transmitted to Navy Federal is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

Ineligible Items

You agree that you will not use this Service to deposit any ineligible items, including, but not limited to, the following:

1. Checks or items containing an obvious alteration to any of the fields on the front of the check or item, which you know or suspect, or should know or suspect, to be fraudulent;
2. Checks or items drawn or otherwise issued by you or any other party on any of your Navy Federal accounts;
3. Checks or items not payable in United States currency;
4. Checks or items drawn on financial institutions located outside the United States;
5. Checks or items previously converted to a substitute check;
6. Money orders and travelers checks;
7. American Express® Gift Cheques;
8. Savings bonds;
9. Checks that require authorization (e.g., COMCHEKS, BranchPay, RapidDrafts);
10. State-issued registered warrants;
11. Checks from a closed account at another financial institution;
12. Checks or items that are incomplete;
13. eChecks - checks printed using a personal home printer; or
14. Fiduciary checks - any checks where the designated payee is an individual acting on behalf of another person.

Navy Federal reserves the right, in its sole discretion, to determine what items may be considered "Ineligible Items."

Image Quality

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by ANSI, the Board of Governors of the Federal Reserve Board, or any other clearing house, association, or regulatory agency.

Endorsement Requirements

You agree to endorse all items with your signature and print "For Mobile Deposit Only at NFCU" on all items. Navy Federal reserves the right to reject all items that are not endorsed as specified.

Deposit Limits

When using the Service to deposit funds, the aggregate amount of such deposits may not exceed \$50,000 per Business Day. You must submit a deposit by 6:00 pm ET, Monday through Friday, and receive a deposit approval email that same day for an item to be considered received that day. Deposits made on weekends or Federal Holidays are considered received on the next Business Day. Navy Federal reserves the right to modify the limits on the amount and/or number of deposits you transmit using this Service.

Receipt of Items

We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. Navy Federal will send you a Deposit Received Notification email to the email address on file for the account if the deposit is transmitted to us successfully. However, such notification does not mean that the transmission was error-free, was complete, or will be considered a deposit and credited to your account. Navy Federal will send you a Deposit Approval Notification email once we have reviewed and approved the transmitted item. If Navy Federal declines the deposit, you will receive a Deposit Declined Notification email.

Funds Availability

You agree that items transmitted using this Service are not subject to either the funds availability requirements of Federal Reserve Board Regulation CC or Navy Federal's funds availability schedule contained in the Navy Federal Important Disclosures booklet. Below is our general funds availability schedule for this Service:

| If you submit your deposit within the below time frames: | Up to \$225 is available: | Remaining funds of deposits: |
|--|---------------------------|------------------------------|
| Monday-Friday, prior to 6:00 pm ET | Next Business Day | Second Business Day |
| Monday-Friday, after 6:00 pm ET Saturday-Sunday | Second Business Day | Third Business Day |
| Federal Holiday | Second Business Day | Third Business Day |

You will only receive one (1) \$225 credit per Business Day, even if you deposit more than one (1) check using the Service. For an example of when funds will be available, please see the Mobile Deposits Frequently Asked Questions (FAQs) at navyfederal.org.

Any credit given for items deposited using this Service is provisional and subject to verification and final approval of the item. Navy Federal, at its sole discretion, may place an additional hold on any item for a reasonable period until the settlement of the item is deemed to be complete. We will notify you if we delay your ability to withdraw funds for any reason, and we will tell you when funds will be available. In such case, funds will generally be available no later than five (5) Business Days after the day we are considered to have received your deposit. You agree to receive all notifications regarding your use of this Service, including, but not limited to, notices required by law or regulation, electronically. With respect to each item you transmit to Navy Federal for deposit, you agree to indemnify and reimburse Navy Federal for and hold Navy Federal harmless from and against any and all losses, costs, and expenses.

Determining When a Deposit Is Received

A Business Day is Monday through Friday, except federal holidays (Business Day). If you make a mobile deposit before 6:00 pm ET, we will consider that day to be the day we received your deposit. However, if you make a deposit on a day that is not a Business Day, or make a deposit after the cutoff time of 6:00 pm ET, we will consider the deposit to have been received on the next Business Day.

Retention and Disposal of Items

You agree to retain each item for no fewer than five (5) days after your deposit is considered to be received. If a hold is placed on your deposit and you need to retain your check for a longer period, Navy Federal will notify you. Upon receipt of the funds, you agree to mark the item(s) prominently as "VOID" and to dispose of the item(s) in a way that prevents the representation of the item(s) for payment. You agree to store each retained item securely until such proper disposal is performed. You will promptly provide any retained item to Navy Federal as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item. You agree to comply with any request for audit, as deemed necessary by Navy Federal.

Errors or Discrepancies

Notify Navy Federal as soon as possible at 1-888-842-6328 if you believe your statement is incorrect or if you need more information about a transaction listed on the statement. You must notify us no later than sixty (60) days after we sent the FIRST statement on which the problem appeared. If you do not notify us within sixty (60) days from the date your statement was sent, such statement regarding all deposits made through this Service shall be deemed correct, and you will be prohibited from bringing a claim against Navy Federal for such alleged error.

Security Requirements

To prevent unauthorized use of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. This includes, but is not limited to, installing operating system patches, antivirus software, a firewall, and spyware detection, as applicable, and keeping this security software current, as well as securing the physical device from theft or unauthorized use. Additionally, Navy Federal may request additional information from you about the security of your devices.

You agree to comply with any request for audit, which may include an onsite visit and/or review of your IT infrastructure, as deemed necessary

by Navy Federal. We may require that you produce a risk assessment or that you complete a risk assessment that we provide to you. We reserve the right to mandate specific internal controls at your location or to request additional information to ensure the security of the program.

Authorized Users

If you have designated an Authorized User on your online banking, your Authorized User will not have access to the Mobile Deposit Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement.

Disclaimer of Warranties

Navy Federal's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided by Navy Federal and its licensors "as is" and on an "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 or fitness for a particular purpose. We make no warranty that: (i) the Service will meet your requirements, (ii) the Service 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.

Limitation of Liability

Navy Federal's liability for errors or omissions with respect to the data transmitted or printed by Navy Federal will be limited to correcting the errors or omissions. In no event shall Navy Federal be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of using the Service.

Delivery and receipt of information, including, but not limited to, instructions you give us, may be delayed or otherwise impacted by factor(s) affecting your wireless/phone carrier(s), internet service provider(s), or other parties, or because of other reasons that we cannot control. You accept the risk that an item may be intercepted or misdirected during transmission. We will not be liable for losses or damages arising from any disclosure of account information to third parties; failed, delayed, or misdirected delivery; or mishandling of or inaccurate content in information and instructions transmitted using this Service.

User Warranties and Indemnification

By using this Service, you warrant to Navy Federal that:

1. you will only transmit eligible items that are properly endorsed.
2. you will only transmit images that meet the image quality standards.
3. you will not transmit duplicate items.
4. you will not re-deposit or re-present the original item once it has been sent through this Service, unless specifically requested to do so by Navy Federal.
5. all information you provide to Navy Federal is accurate and true.
6. Navy Federal will not sustain a loss because you have deposited an item.
7. you will comply with this Agreement and all applicable rules, laws, and regulations.
8. items you transmit do not contain viruses.
9. You agree to indemnify and hold harmless Navy Federal from any loss for breach of this warranty provision. Any breach of the above warranties may result in cancellation of this Service for your specific profile in the Navy Federal mobile application and/or closure of your accounts.

Termination

Navy Federal reserves the right to terminate this Agreement without notice at any time and for any reason.

Governing Law

This Agreement supplements the terms of your Membership Agreement and related account Disclosures. Together they constitute the entire agreement between you and Navy Federal with respect to the Service. You may not assign this Agreement. This Agreement is governed by federal law and the laws of the Commonwealth of Virginia, as amended. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

Notice of Claim

Neither Member nor Navy Federal may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Agreement or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Agreement until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action.