

**NWFCU Mobile Banking Agreement  
and Mobile Remote Deposit  
Capture Agreement  
Addendum to Online Banking & Bill Payment  
Agreement**

**AGREEMENT AND DISCLOSURES**

This Mobile Banking Agreement (“**Agreement**”), as amended by Northwest Federal Credit Union, from time to time governs your use of Northwest Federal Credit Union’s Mobile Banking Services, as defined below. The terms “**you**” and “**your**” refer to those entering into this Agreement who request and use Mobile Banking Services with Northwest Federal Credit Union. Northwest Federal Credit Union may be referred to in this Agreement as “**we**” or “**us**”. The term “**Mobile Banking**” means any service or services that we provide, and that you subscribe to, enabling you to make banking or other financial transactions with Northwest Federal Credit Union through your Mobile Device.

The term “**Mobile Device**” means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us (“**Mobile Banking Software**”) for the purpose of permitting Mobile Banking. A “Mobile Device” may also include a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), Mobile Application Banking (Mobile App) or other protocols that we select or approve. The term “**Online Banking and Bill Payment Agreement**” means the Internet Banking Services Agreement that you accepted when enrolling in NWFCU Online Banking, as that agreement is amended by Northwest Federal Credit Union from time to time.

Before using Mobile Banking, you must both (a) consent to receive notices and disclosures electronically, and (b) read and accept this Agreement. You must evidence that consent and acceptance by selecting the box declaring your acceptance at the time you enroll to receive your Mobile Banking activation code. In addition, you are deemed to automatically renew that consent and acceptance each time you log in as a user of NWFCU’s Mobile Banking and use Mobile Banking to conduct any transaction. This Agreement can also be viewed within Online Banking in the Terms and Conditions section.

**1. CONSENT TO RECEIVE DISCLOSURES ELECTRONICALLY AND NOTICES ELECTRONICALLY**

By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking, Online Banking, and your enrolled Accounts electronically, including by email or text message. You must enter your electronic address for such disclosures and notices when first subscribing to Mobile Banking, and you are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into Online Banking, accessing the electronic page for managing your Online Banking account “My Profile”, and entering your new electronic address. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also appear in your account statement. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. If you withdraw our right to provide you with electronic communications as described in this section, we may terminate your Mobile Banking. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your mobile device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling our Call Center at 1-866-709-8901.

## **2. MOBILE BANKING SERVICE AGREEMENT**

To access Mobile Banking, your phone or other mobile communication device must be Internet enabled, able to receive SMS text messages and connected to the Internet through your mobile communication service provider. To use Mobile Banking, you must first be enrolled in Online Banking with NWFCU and then subscribe to Mobile Banking. The same credentials (Login ID and Password) that are in place for your Online Banking service apply to Mobile Banking.

### **A. Mobile Banking Functions**

You may determine which Mobile Banking functions are available for Mobile Devices at any time by logging into Mobile Banking. Mobile Banking functions (e.g., viewing balances, searching for transactions, viewing transactions, specific types of funds transfers, and remote deposit capture if selected by you and approved by the Credit Union, may be added, reduced or modified by us from time to time without prior notice. We may also modify, reduce or expand the geographic areas in which we offer Mobile Banking or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Banking.

Not all functions that are described in your Online Banking Agreement or available at the Online Banking website may be available with Mobile Banking. All terms and conditions in your Online Banking Agreement and on the Online Banking website that limit or govern your use of Online Banking functions will also limit and govern your use of those functions through Mobile Banking.

### **B. Mobile Banking Service Availability**

We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking (or any specific software that we provide with respect to Mobile Banking) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including because of outages in Internet availability. We will use commercially reasonable efforts to promptly re-establish Mobile Banking service in those instances, but we do not contend the Mobile Banking service will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

### **C. Fees**

Refer to the Schedule of Fees for any charges for Mobile Banking. From time to time the fees may be changed. We will notify you of any changes required by law.

Mobile Banking 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.

### **D. Mobile Device Requirements**

Using Mobile Banking requires an Internet-enabled Mobile Device that supports 128-bit encryption and accepts text (SMS) messages.

You are responsible for providing your own Mobile Device to access Mobile Banking. The Mobile Device that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communication service agreement, or (ii) any Mobile Device, hardware, software or other any

product or service you may purchase from others relating to your use of Mobile Banking.

#### **E. Mobile Banking License Rights**

Mobile Banking users will be required to download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. In connection with your use of the Mobile Banking software systems and programs, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require you to agree to the terms and conditions of certain license rights arrangements and/or "end user" license agreements. By subscribing to the portions of the Mobile Banking services relating to those software systems and programs and downloading and installing those software systems and programs, you will be evidencing your acceptance of the terms and conditions of those arrangements and agreements. We may also condition your use of some or all of those software rights and programs on your execution of, agreement to or acknowledgment of, such arrangements and agreements through the use of "I Accept" dialogue box acknowledgements or other affirmative or use-based acknowledgement and agreement systems. We and our service providers (which includes, without limitation, any third-party provider of software used in connection with Mobile Banking) reserve all rights not granted to you in this Agreement and under the terms of those arrangements and agreements. If you obtain a different Mobile Device, you will be required to download and install the software to that different Mobile Device under the same terms set forth in this Agreement, including the provisions of this paragraph E. You agree to delete all such software from your Mobile Device promptly if the license rights granted in this Agreement terminate for any reason. We reserve the right to change, add to or terminate services with our third-party software solutions partners, to substitute different software solutions for the software relating to the operation of Mobile Banking and to enter into arrangements and agreements for the provision of software solutions for Mobile Banking with other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING, MOBILE BANKING AND SUCH SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

#### **F. Your Responsibilities**

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

2. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You understand that any interruption to your mobile device, such as a phone call or text message that occurs while you are logged in to Mobile Banking will immediately cause you to be logged out of the Mobile Banking system. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable

information when creating shortcuts to your Account.

3. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

4. **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

5. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Northwest Federal Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

## **G. Additional Terms and Conditions**

This Agreement is an addendum to your Online Banking Agreement. Your use of Mobile Banking is subject to the terms and conditions of your Online Banking Agreement (as amended from time to time) and your other agreements with us. Without limitation, this Agreement is subject to your Online Banking Agreement's provisions regarding limitations on your liability for unauthorized transfers, contacting us concerning questions or errors, disclaimers of warranties, limitations on our liability, indemnity, amendments, dispute resolution, and definitions. In the event of a specific conflict between this Agreement and the terms of the Online Banking Agreement, the terms of this Agreement will govern. Each account that you access, or through which you conduct a transaction, using Mobile Banking remains subject to the terms and conditions of that account's Account Agreement.

You agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers for your Mobile Device, such as your service carrier or provider, and that you are still subject to any fees, costs, other charges, limitations or restrictions imposed by those parties under your agreements with them. This Agreement does not amend or supersede any of those agreements. Your mobile service carrier or provider is responsible for its products and services, and you agree to resolve any problems with your carrier or provider directly, without involving us.

## **H. Changes to Fees or Other Terms**

We may change this Agreement at any time by sending notice as described in your Online Banking Agreement; provided, however, that this Agreement governs our right to provide you with that notice electronically. You may choose to accept or decline the change. By continuing to use any Mobile Banking service to which a notice relates, you are deemed to accept the changes relating to that service. Changes to fees applicable to a specific account are also governed by the applicable Account Agreement(s) and any interest or fee schedules pertaining to your account.

## **I Lost or Stolen Mobile Device or Password; Unauthorized Transfers**

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without

your authorization, **contact us AT ONCE** at 1-866-709-8901. For a description of your and our responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your Account Agreement and Disclosure.

#### **J. In Case of Errors or Questions about Your Account**

Please contact our Call Center at 1-866-709-8901 with respect to errors in, or questions about, your transfers. Refer to your Account Agreement and Disclosure for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the following address:

Northwest Federal Credit Union  
Attention: Security/Fraud Department  
200 Spring Street  
Herndon, VA 20170

### **End User License Agreement**

The following terms and conditions apply to your use of the App. By downloading the App you agree to these terms and conditions.

1. **Ownership.** You acknowledge and agree that Licensor (*Access Softek*) is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from Northwest Federal Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Mobile Banking Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Mobile Banking Agreement. All rights not expressly granted to you by this Mobile Banking Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Mobile Banking Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **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.
4. **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 Mobile Agreement.

### **Section 3. REMOTE DEPOSIT CAPTURE AND YOUR MOBILE BANKING SERVICE**

This agreement contains the terms and conditions for the use of Northwest Federal Credit Union's Mobile Deposit (NWFCU Mobile RDC Service or Mobile RDC Service). If you have downloaded this mobile banking application, you agree to these terms and conditions.

1. **Mobile RDC Service.** The NWFCU Mobile RDC services are designed to allow you to make deposits to your checking, savings or money market accounts from your camera-enabled mobile device capable of capturing check images and information and delivering the items and associated deposit information to NWFCU or NWFCU's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and

information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

2. Eligibility. Only savings, checking, and money market accounts in good standing will be eligible for Remote Deposit Capture. Accounts with excessive returned checks or ACH transactions, negative balances, or other negative account history at the individual or overall account level will not be granted access to use the Remote Deposit Capture system. Accounts granted access to Remote Deposit Capture may be denied future transactions if the accounts are no longer in good standing.

3. Limitations of Mobile RDC Services. When using the Mobile RDC Service, you may experience technical or other difficulties. We shall not be responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Mobile RDC Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Mobile RDC Service, in whole or in part, or your use of the Mobile RDC Service, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible Items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to NWFCU (each such check a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Virginia (such scanned Check image transmitted to NWFCU for credit to your account, a "Remote Item"). You agree that you will not use the Mobile RDC Service to scan and deposit checks or items that: (a) are payable to any person or entity other than you; (b) are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder; (c) contain 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; (d) were previously converted to a substitute check as defined in Regulation CC without NWFCU's prior written consent; (e) were previously converted to an image replacement document as defined in Regulation CC without NWFCU's prior written consent; (f) are drawn on a financial institution located outside the United States; (g) are remotely created checks, as defined in Regulation CC; (h) are not payable in United States currency; (i) are dated more than six (6) months prior to the date of deposit; (j) are prohibited by NWFCU's current procedures relating to the Mobile RDC Service (the "Procedures"); (k) are in violation of any federal or state law, rule, or regulation; or (l) are otherwise not acceptable under the terms of your NWFCU account. (Checks described in clauses (a) through (l) each a "Prohibited Check" and, collectively, "Prohibited Checks").

5. Image Quality. The image of an item transmitted to NWFCU using the Mobile RDC Service must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all 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).

6. Endorsements and Procedures. You agree to follow any and all other procedures and instructions for use of the Mobile RDC Service regarding endorsements of items and any other procedures as NWFCU may establish from time to time.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Mobile RDC 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 NWFCU that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, NWFCU will process the image by preparing a "substitute check" or clearing the item as an image. Items successfully deposited prior to 4 pm on a business day will be posted to the account by 7 pm on the same business day.

8. Availability of Funds. You agree that items transmitted through the Mobile RDC Service are subject to the availability schedule for accepted items as listed in the Account Agreements and Disclosures for Northwest Federal incorporated herein by reference and available at the NWFCU web site.

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See our Funds Availability Policy online at [www.nwfcu.org/funds](http://www.nwfcu.org/funds) or [Click here](#) .

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from NWFCU that we have received and accepted the image of an item, 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. You also agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to NWFCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for NWFCU's audit purposes.

10. Deposit Limits. The per check deposit maximum limit is \$5,000 for consumer accounts. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Mobile RDC Service and to modify such limits from time to time. Unless otherwise specified by NWFCU, changes to such limits shall be effective immediately upon notice to you via email or the NWFCU website.

11. Hardware and Software. In order to use the Mobile RDC Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by NWFCU from time to time. See [www.NWFCU.org](http://www.NWFCU.org) for current hardware and software specifications. NWFCU is not responsible for any third party software you may need to use the Mobile RDC 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.

12. Contingency Plan. In the event you are unable to capture, balance, process, produce or transmit a file to NWFCU, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest NWFCU location. The deposit of original checks at an office of NWFCU shall be governed by the terms and conditions of the Account Agreement and not by the terms of this Agreement.

13. Errors. You agree to notify NWFCU of any suspected errors regarding items deposited through the Mobile RDC Service right away, and in no event later than the shortest time specified for error notification in your other account agreements with us or as required by applicable law. Unless you notify NWFCU within these times, such statement regarding all deposits made through the Mobile RDC Service shall be deemed correct, and you are prohibited from bringing a claim against NWFCU for such alleged error.

14. Presentment. The manner in which the items are cleared, presented for payment and collected shall be in NWFCU's sole discretion subject to the Account Agreement and Disclosures governing your account.

15. Ownership and License. You agree to the license provisions in this Agreement.

16. DISCLAIMER OF WARRANTIES. Refer to Section 2 E.

17. LIMITATION OF LIABILITY. Refer to Section 2 E.

18. User Warranties and Indemnification. In addition to any warranties made under your other agreements with NWFCU, with respect to each and every Check you use to create an image using the NWFCU Mobile RDC Service and every Remote Item you transmit to NWFCU, you represent and warrant to NWFCU that: (a) you assume responsibility for any Check that is transmitted which for any reason is not paid; (b) you are a person entitled to enforce the Check; (c) neither the Check nor the Remote Item is counterfeit; (d) neither the Check nor the Remote Item has been altered; (e) neither the Check nor any image of the Check has been paid; (f) no depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, an item transmitted as a Remote Item, or any Check or item derived from such Remote Item, such that said person will be asked to make a payment based on an item that it has already paid; (g) the Member shall properly endorse each Check and deposit said Check to an account at Credit Union that matches the name of the Member; (h) the Member shall deposit only Checks made payable to the Member; (i) neither the Check nor the Image is subject to a defense or claim in recoupment that can be asserted against the Member; (j) the Member has no knowledge of any insolvency proceeding commenced with respect to the Member or in the case of an unaccepted Check, the drawer; (k) all information provided by the Member to the Credit Union is accurate and true; (l) files submitted by the Member to the Credit Union do not contain computer viruses or malware; (m) the Remote Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Member converted the Check to a Remote Item; (n) the Remote Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (o) each of the Checks were duly authorized in the amount stated on the corresponding Remote Item and to the payee stated on such Remote Item; (p) the Credit Union will not suffer any loss as a result of Member's retention or destruction of the paper originals of Remote Items; and (q) the Member has performed and will perform all of its obligations under this Agreement. The Member shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any Check and/or Remote Item is delivered to the Credit Union through the Mobile RDC Service. You agree to indemnify and reimburse NWFCU for, and hold harmless NWFCU from and against, any and all losses, costs, and expenses (including reasonable attorney's fees) NWFCU may incur associated with any breach of the warranties, representations, or obligations contained in this Agreement, including but not limited to, the deposit of one or more Prohibited Checks into your account. Furthermore, if, after first having obtained NWFCU's written consent to do so, you provide NWFCU with an electronic representation of a substitute Check for deposit into an account instead of an original Check, you agree to indemnify and reimburse NWFCU for, and hold NWFCU harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) NWFCU incurs because any such substitute Check resulting from such electronic representation does not meet applicable substitute Check standards and/or causes duplicate payments.