

**NORTHLAND AREA FEDERAL CREDIT UNION  
MOBILE TEXT AGREEMENT AND DISCLOSURE  
ONLINE BANKING ADDENDUM**

**I. Introduction**

Northland Area Federal Credit Union endeavors to provide you with the highest quality Mobile Text Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Text Banking services and features in the future. Any such added Mobile Text Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Text Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Text Banking services we offer without notice, except as may be required by Law.

**II. Definitions**

As used in this Agreement and Mobile Text Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Northland Area Federal Credit Union Checking, Savings, Loans, CDs, and other Northland Area Federal Credit Union products that can be accessed through Mobile Text Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is capable of receiving and sending text messages. *Your wireless carrier may assess you fees for text messaging services. Please consult your wireless plan or provider for details.*

"Mobile Text Banking" means the banking services accessible from the Device you have registered with us for Mobile Text Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Text Banking service.

"We," "Us," and "Bank" means Northland Area Federal Credit Union.

**III. Mobile Text Banking Service**

A. Description of Service. Mobile Text Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Text Banking allows you to access your Northland Area Federal Credit Union using SMS to receive account balances and account history. To utilize the Mobile Text Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system. We reserve the right to limit the types and number of accounts eligible and the right to modify the scope of the Service at any time.

Mobile Text Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Northland Area Federal Credit Union cannot guarantee and is not responsible for the availability of text services provided by your mobile carrier, such as outages or "out of range" issues.

B. Use of Service. In order to properly use Mobile Text Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Text Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Text Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Text Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

C. Other Agreements. You agree that, when you use Mobile Text Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Text Banking (such as text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Text Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

## **V. Your Responsibilities**

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

A. 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 Text Banking. You represent and agree that all information you provide to us in connection with Mobile Text Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Text 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 Text Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account when using Mobile Text Banking. You agree not to provide your access information to any unauthorized person.

We make no representation that the use of Mobile Text Banking is available for use in locations outside of the United States. Accessing Mobile Text Banking from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use Mobile Text Banking or the content or information delivered through Mobile Text 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, (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 the use of Mobile Text Banking by any other user.

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

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Northland Area 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 Text Banking.