

Business Online and Mobile Banking Services Agreement



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Vernon Hills, IL 60061
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www.bcu.org

This Agreement covers your and our rights and responsibilities concerning your Online and Mobile Banking Services (“Services”) offered to you by Baxter Credit Union dba BCU (“Credit Union”). In this Agreement, the words “you” and “yours” mean the business identified on your Business Member Service Application, any “authorized persons” as defined in the BMSA (defined below), those who sign an application or authorization to use an Online Banking and/or Mobile Banking Service and any authorized users (defined below). The words “we,” “us,” and “our” mean the Credit Union. By submitting an Online and Mobile Banking Service enrollment, your acceptance of Online or Mobile Banking Services or by otherwise agreeing to these terms and conditions, you agree to the terms and conditions in this Agreement and any amendments. You agree that when you use Online and Mobile Banking Services, you will remain subject to the terms and conditions of all your existing agreements with us including but not limited to the Business Member Service Agreement (“BMSA”) which includes the “Electronic Funds Transfer Disclosures”, the “Funds Availability Disclosures” and the “Product Feature, Service Charge and Fee Disclosure”.

Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through the Online and Mobile Banking Services involving your deposit accounts at the Credit Union. Please refer to the Electronic Funds Transfer Disclosures in the BMSA for more information concerning EFTs.

The BMSA is incorporated into and made a part of this Agreement and in the event any provision of this Agreement conflicts with that of the BMSA, the BMSA controls.

1. Online Banking Services

If we approve your application for Online Banking, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet and a web browser. The Online Banking Service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union’s Online Banking Services may not be available due to system maintenance. The online address for Online Banking is www.bcu.org. To enroll in the service, you must have: (i) your primary member account number; (ii) your social security number or the employer identification number, as applicable; (iii) your address; (iv) your phone number; and (v) the email address associated with your account. You may select a password or access code. You must use your password/access code along with your user ID to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use Online Banking to:

- Transfer funds between accounts you have with us.
- Make payments from checking or savings to loan or credit accounts with us.
- Make payments from checking to third parties through Bill Pay.
- Get account balances, account histories, rate, and product information.

Transactions involving the accounts you have with us are addressed by the BMSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

a. Manage Users Disclosure

The Manage Users functionality enables you to authorize a third-party to access and act on your accounts through the Online Banking Service. Any third parties to whom you grant access will have access levels and transactional authority as defined by the role assigned by you. You agree that you will never share your personal user ID and password/access code with a third party. When you

grant access to a third party, the Credit Union shall be entitled to rely on this authority until it is revoked by you, and the Credit Union has had reasonable opportunity to act.

You are responsible for (and we have no liability to you for) any payments, transfers, or other transactions performed on any account through Online Banking Services or Mobile Banking Services that are made by an authorized third-party user utilizing the access you have assigned (“authorized users”). You agree that all activity and transactions conducted in Online Banking and Mobile Banking by authorized users will be considered authorized transactions.

2. Online Banking Service Limitations

The following limitations on Online Banking limitations may apply:

a. Transfers

We may limit the number of certain types of withdrawals from some accounts, as described in the “Product Feature, Service Charge and Fee Disclosure” in the BMSA. We also reserve the right to limit bill payer transactions. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

b. Account Information

Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See the “Funds Availability Disclosures” in the BMSA.

c. E-Mail and Stop Payment Requests

We may not immediately receive e-mail communications that you send, and we will not take action based on e-mail requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and which we may request you confirm in writing in accordance with the BMSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

d. Illegal Use or Internet Gambling

You may not use the Online or Mobile Banking Services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States or its territories. Your electronic funds transfers may only be conducted for legal transactions. We may restrict all online gambling transactions by use of an electronic funds transfer service.

3. Bill Pay Service

You may enroll in Bill Pay Service offered by us. This Bill Pay Service is subject to terms and conditions set forth in a separate agreement.

4. Mobile Banking Services

a. Service Access

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking Service and/or Bill Pay Service and make such other transactions as described above using compatible and supported mobile phones and wireless devices

("Wireless Device"). You agree and understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobile Banking are the same account and service transactions available through Online Banking.

In addition, using Mobile Banking you may:

- Make deposits to the account(s) you have with us using the Remote Deposit Service (defined below)

When you register for Mobile Banking, the designated accounts and bill payment payees linked to the account through Online Banking and/or Bill Pay Service will be accessible through Mobile Banking.

b. Use of Services

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software ("Software") provided to you. If you authorize the use of biometric login (for example, facial recognition, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your Wireless Device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

c. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of your existing agreements with any service providers or service carriers of yours. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

d. Mobile Banking Software License

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software application to that new or different Wireless Device. This License shall be deemed revoked immediately upon:

- your termination of Mobile Banking in accordance with this Agreement;
- your deletion of the Software application from your Wireless Device; or
- our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Wireless Device.

e. Your Obligations

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following requirements. 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 publicity or privacy, including any rights in the Software application (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 (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

f. Supplemental Privacy Disclosure

The following information supplements our Privacy Policy Disclosure. Our Mobile Banking app periodically collects, transmits, and uses geolocation information to support features that prevent fraudulent card use and alerts, but only if you expressly authorize collection of such information. You may choose whether geolocation information can be monitored on a continuous basis in the background, only while the app is being used, or not at all. You can change your location permissions at any time in your Wireless Device settings.

4. Mobile Banking Service Limitations

Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

5. Remote Deposit Service

For purposes of this Agreement, "Remote Deposit Service" means our "Deposit Anywhere" service. You may enroll in Remote Deposit Service offered by us. This Remote Deposit Service is subject to the terms and conditions set forth in a separate agreement.

6. Security of Password or Access Code

a. Security

The personal identification number, password and/or access code (collectively, "access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Online or Mobile Banking Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

b. Authorization

If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

If you authorize the use of biometric login (for example, facial recognition, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your Wireless Device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your Wireless Device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login.

7. Member Liability

You are responsible for all transfers you authorize using the Online and Mobile Banking Services under this Agreement. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us toll-free at 800-388-7000 or write: BCU, 340 N. Milwaukee Ave., Vernon Hills, IL 60061.

8. Fees and Service Charges

Currently there is no monthly service charge for the Online and Mobile Banking Services. You agree to pay all fees and charges for bill payment, deposit account services and other services set forth in this Agreement and as set forth on the Product Feature, Service Charge and Fee Disclosure in the BMSA. You understand and agree that we may change such fees and charges from time to time and that we will notify you of any such changes.

9. Transaction Documentation

Transfers and withdrawals transacted through the Online and Mobile Banking Services will be recorded on your periodic statement by mail or electronically if you have requested an electronic statement. You will receive a statement monthly. You may request that your statement be provided electronically.

10. Account Information Disclosure

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: www.bcu.org. However, we will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders;
- If you give us your express permission.

11. Disclaimer of Warranties

YOU ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICES. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

12. Our Liability for Failure to Make Electronic Funds Transfer Transactions

Please refer to the details of our liability for failure to make Electronic Funds Transfer Transactions and other information on Electronic Funds Transfer Transactions as set forth in the Electronic Funds Transfer Disclosures in the BMSA.

13. Our Limited Liabilities for the Services

a. Direct Damages

THE CREDIT UNION'S LIABILITY FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED FIVE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

b. Your Duty to Report Errors

You must review your account daily and notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable after the earliest of discovery thereof, provided that (1) in the case of any unauthorized ACH transaction, you shall notify us before the close of business

on the first business day after any unauthorized ACH debit entry is posted to your account in accordance with the terms of the BMSA; (2) in the case of deposits made through Remote Deposit Services, you must notify us of any errors within ten (10) days of the receipt of your statement in accordance with the terms of the separate agreement governing Remote Deposit Services, (3) in the case of other errors, omissions or other discrepancies, you must notify us in accordance with the terms of the BMSA or any other agreement you have with us. Your failure to notify the Credit Union of any error, omission, or other discrepancy as set forth in this Agreement, in accordance with the terms of the BMSA or in accordance with the terms of any other agreement you have with us shall relieve the Credit Union of any liability for losses or otherwise related to such error, omission, or discrepancy.

c. The Credit Union's Performance

You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that the Credit Union's systems and procedures established for providing the Services are commercially reasonable.

d. Limitation of Liability

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement and as provided in Section 13(a) herein, and we shall have no liability for not effecting a transaction, if:

1. We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The ownership of funds involving a transaction is in question;
3. We suspect a breach of the security procedures;
4. We suspect that your account has been used for illegal or fraudulent purposes; or
5. We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise as provided in the Agreement.

The Credit Union will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by the Credit Union as provided in this Agreement, or if you fail to report a breach of a security procedure. If the Credit Union fails to perform under this Agreement in accordance with the standards set herein, the Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

14. Termination of Online & Mobile Banking

You agree that we may terminate this Agreement and your Online and Mobile Banking Services, if you, or any authorized user of your Online or Mobile Banking Services or your access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or your access code; or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction; or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of the Online Banking and/or Mobile Banking Service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

15. Notices

The Credit Union reserves the right to change the terms and conditions upon which the Services are offered. We will provide notice to you prior to the effective date of any change. Your use of the Services after notice of such change constitutes your acceptance of the change. If you decide not to accept the change, you are not entitled to use the Services and must discontinue use of the Services immediately.

16. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense that the Credit Union incurs and is entitled to recover under the terms of this Agreement as a result of any dispute involving your accounts or Services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Illinois as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Illinois law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement. You agree that any action, dispute, claim, or controversy of any nature between you and us arising from or related to this Agreement will be subject to and resolved in accordance with the terms of the BMSA.