



## MOUNTAIN AMERICA FEDERAL CREDIT UNION ONLINE BUSINESS BANKING SERVICES AGREEMENT

### General Terms and Conditions

**Online Business Banking (Internet Network Connection) Agreement** - This Online Business Banking Agreement ("Agreement") establishes the rules that cover Your electronic access to Your Accounts at the Credit Union through Online Business Banking. The Agreement becomes effective as of the date the Credit Union grants access to the Services ("Effective Date"). From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to the Member. Examples of such notices might include, but are, but not limited to, newsletters, disclosures, etc.

By using the Online Business Banking Services, You accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of Member's Membership Agreement and the Truth-In-Savings Schedule for Member's deposit Accounts and each of Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of Our transactions with You or on Your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). To access these records You must have a file reader, such as Adobe Acrobat®. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires Us to provide such documentation. A fee for a statement reprint or check copy may be imposed. Also, You may withdraw Your consent and revoke Your agreement to receive records electronically. To request a paper copy or to withdraw Your consent and agreement to receive electronic records call, write or email Us as set forth in the Schedule.

**Definitions-** In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) "We", "Our", "Us", and "Credit Union" shall mean Mountain America Federal Credit Union, its employees, directors, officers, representatives, and agents.
- b) "You", "Your", and "Member" shall mean the Account holder authorized by Credit Union to use Online Business Banking, any person signing an Application for optional Services, in connection with this Agreement, and any User authorized to exercise control over Member's funds accessed through Online Business Banking.
- c) "Account" or "Accounts" shall mean the Member's individual share or loans accessed through Online Business Banking.
- d) "Administrator" or "Supervisor" shall mean the primary person that You have designated to

establish and authorize subordinate User access and controls to Online Business Banking.

- e) "Authorized User" or "User" shall have the meaning defined in the Membership Agreement, and includes the Administrator, and any person authorized by the Administrator, who is granted access to Your Account through Online Business Banking.
- f) "Entry" means any transaction transmitted through the use of any of the Services.
- g) "Service or Services" means any of the Online Business Banking Services offered and/or used by You in connection with this Agreement, including optional and future Services added by request of the Member.
- h) "Settlement Account" shall mean the primary business checking Account accessed through the Service to which the Credit Union may charge fees for the use of the Services.
- i) "Term" of this Agreement shall mean the period commencing upon the Effective Date and ending upon the termination of this Agreement.

You may make Online Business Banking transactions at any time seven (7) days per week. There may be some down time. Except as is otherwise provided in the Schedule or limits under other agreements with Us, You may make fund transfers to Your Accounts or other Accounts You authorize as often as You like; however, there are certain limitations on transfers from savings Accounts, as discussed herein and on the Membership Agreement. Account balance and transaction history information may not show all Account activity involving Your Accounts. You may not obtain Account information related to Accounts other than Your Accounts to which You have requested a transfer.

**Headings-** Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

**Access-** You may access Your Accounts through a personal computer (PC) under the Online Business Banking Service with an Access Device. Access to the Service also requires a Member ID, Member Password, User ID, and User Password. Access will be locked out after three (3) failed attempts.

You may use Online Business Banking to:

- Change Your User Passwords.
- Obtain account information related to any of Your savings and loan Accounts regarding current balance, checking history, savings dividends and rates, loan interest and payoff amounts, deposits and automatic deductions.
- Make transfers to or from Your savings and checking.
- Request advances on some line of credit loans, deposit the proceeds in any of Your Accounts.
- Make loan payments from any savings or checking Account to any loan Account of The Member (except Real Estate loans and some SBA guaranteed loans).

- Issue third-party payable checks under Bill Payment Service.

Additional optional Services may be applied for through an application process. We will review Your request and make decisions regarding that request for optional Services. The Credit Union will notify You in writing of any approved optional Service. For some Services the approval confirmation will establish limits "**Processing Limits**" that specify the maximum dollar amounts that may be transmitted through that optional Service.

Optional Services include:

- Online Domestic or International Wire Transfers
- Electronic re-presentation of return checks
- ACH Origination
- Third-Party Sender capabilities

**Authorized Users-** A Member Administrator will be set up by the Credit Union as designated by the Member. The Member Administrator must be an authorized signer on all Accounts accessed through this Service. The Member Administrator will be responsible for setting up authorization or terminating all other Member User access to the Service. The Member Administrator will have complete access for all Services authorized for the Member by the Credit Union. The Credit Union cannot designate the authority of a subordinate User. You may terminate the authority of Your Administrator at any time by completing a "Change in Member Administrator Request" or by contacting Us by phone at the number listed in the Contact Information section of this Agreement. Subordinate User may have access to all Services, including Administrator functions, or may be limited by the Administrator within the parameters of the system.

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Services using a valid User login ID and password, including such persons which may not be signers on Your Account. Except as otherwise provided by law, You will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Service. You agree to provide each Authorized User a copy of these terms in connection with their use of the Service.

**Security-** You understand the importance of Your role in preventing misuse of Your Accounts through Online Business Banking and You agree to promptly examine Your paper or electronic statement for each of Your Credit Union Accounts as soon as You receive it and notify Us of any errors in accordance with Your Membership Agreement. You agree to protect the confidentiality of Your Account and Account number, Login ID and password. Your password and Login ID are intended to provide security against unauthorized Entry and access to Your Accounts. Data transmitted via the Service is encrypted in an effort to provide transmission security. Online Business Banking utilizes identification technology to verify that the sender and Receiver, of Service transmissions, can be appropriately identified by each other. Notwithstanding Our efforts to ensure the Service is secure, You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Business Banking, or email transmitted to and from Us will not be monitored or read by

others. You agree to notify Us immediately if You believe any Login IDs and/or passwords have been lost, stolen, used without Your permission, or otherwise compromised. Call Us immediately at Our Service Center at the number in the Contact Information section of this Agreement.

**Equipment and Software Requirements-** To receive electronic records and to access Our Online Business Banking Services, You need a computer with Internet access and web browser (such as Mozilla Firefox®, Microsoft Internet Explorer® or an equivalent). Use and access to Our on-line / electronic banking Services requires the use of a browser that supports 128 bit encryption. You are responsible for the set-up and maintenance of Your home computer and Internet Service Provider, which supports the encryption requirements of Our home banking systems. Contact the Credit Union to see if Your equipment is compatible.

By requesting any electronic funds transfer, Online Business Banking, other electronic Services or transactions, by submitting any application or agreement to Us electronically, or by emailing Us, You represent that You have such equipment and software and that You can download, access, read, review, print, and store the electronic records we provide to You.

**Virus Protection-** We are not responsible for any electronic virus or viruses that You may encounter. The Credit Union suggests that You routinely scan Your PC and diskettes using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy Your programs, files and even Your hardware.

**Electronic Signature-** You consent and agree that Your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic Service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes Your signature, acceptance and agreement as if actually signed by You in writing. Further, You agree that no certification authority or other third party verification is necessary to the validity of Your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of Your signature or any resulting contract between You and the Credit Union.

**Electronic Records-** To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, You acknowledge and agree that we may in Our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial Services industry for the storage of documentation via internal processes or third-party processors that we approve for these Services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove

the agreements, rights and obligations of the parties pursuant to any such records.

**"email" and Facsimile Communications-** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, You agree that we have no liability to You whatsoever for any loss, claim or damages arising or in any way related to Our response(s) to any email or other electronic communication, which we in good faith believe You have submitted to Us. We have no duty to investigate the validity or to verify any email or other electronic communication; and may respond to an email at either the address provided with the communication, the email address in Your Membership Application or any other application or written communication actually received by Us.

Any Account Owner, Co-borrower, or Authorized User may change the email address for statements or other information from Us at any time. Although having no obligation to do so, we reserve the right to require authentication of emails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to You or any other person or Member if we do not act upon or follow any instruction to Us if a communication cannot be authenticated to Our satisfaction.

Further, the Credit Union may not immediately receive email communications that You send. Also, we will not take action based on email requests until we actually receive Your message and have a reasonable opportunity to act. We reserve the right to require any notices from You be submitted to Us in writing, and we may refuse to send certain information through email communications. If You need to contact the Credit Union immediately regarding an unauthorized transaction, stop payment request, or otherwise, You may call the Credit Union at the telephone number in the Schedule.

**Links to Other Sites-** Our website may contain links to third party websites. These links are provided solely as a convenience to You and not as an endorsement by the Credit Union of the contents on such third-party websites. Credit Union is not responsible for the content or support of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If You decide to access linked third-party websites, You do so at Your own risk.

**Controlling Law and Users Responsibilities-** Our web site and the electronic Services that we provide (excluding linked sites) are controlled by the Credit Union and/or Our ASP (Access Service Provider). The Credit Union's principal office is located in the State of Utah, which law governs this Agreement. You may choose to access Our web site and electronic Services from any location, we make no representation that any information, materials, or functions included in Our web site or via Our electronic Service are appropriate or authorized for use in all jurisdictions.

Your access from other locations is made on Your own initiative; and You are solely responsible for compliance with any applicable local laws and regulations.

This Agreement shall be construed in accordance with Utah law and, for ACH Origination Services, the operating rules of

the National Automated Clearing House Association. We and You agree that jurisdiction over, and venue, in any legal proceeding arising out of or relating to this Agreement will exclusively be in the state or federal courts located in Salt Lake County Utah.

**Severability-** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

**Use of Services-** As a condition of using the Services, You agree that You are solely responsible for the use of the Online Business Banking System ("**System**") and Services and that You will use the Services in accordance with this Agreement. You agree not to attempt to circumvent the security features of the system or make any improper or unauthorized transfer of funds from Accounts via the system. You agree and are prohibited from engaging in conduct that would violate the proprietary rights of the system's owner or accessing or using the system in any other unauthorized manner. You agree to be liable to the Credit Union, and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the system by You or Your Authorized Users.

**Fees and Charges-** You agree to pay the fees and charges for Your use of the Service, including optional Services, as set forth in the Schedule of Fees as Schedule A, which are subject to change from time to time. You agree that such fees and charges will be deducted from either Your Settlement Account or the Account where the transaction originated. You agree to pay any additional reasonable charges for Services You request which are not covered by this Agreement. You are also responsible for telephone, communication, Internet Service fees, computer hardware, and Internet browser upgrades You incur in connection with Your use of Online Business Banking.

**Insufficient Funds Transactions-** If Your Account balance is insufficient to cover any transaction(s), we may treat these transactions as insufficient funds transactions. The Credit Union reserves the right to refuse any transaction, the decision shall be at the Credit Union's sole discretion.

**Electronic Processing and Transactions-** Due to the processing systems for electronic transactions used in the United States and by Us, a payment or other transaction may be effective / posted before we are open for business on the date scheduled for the payment or other transaction. Therefore, You are responsible for insuring that Your Account(s) have sufficient balances as applicable for the scheduled payment / transaction one business day prior to the date scheduled. If a payment is due on a Saturday, Sunday, or federal holiday, the payment may occur on either the first business day after the due date or the business day prior to the due date. In these cases, You should plan to have the payment initiated on the last business day before any of these days in order to ensure Your payment is made on time. You may not make payments and/or transactions to a federal, state or local governmental or tax unit, or pay child-support or alimony, or to make payments to other categories of payees that we establish from time to time using Our electronic Services.

**Preauthorized Transactions-** If You have arranged in advance to make regular electronic fund transfers out of Your Account(s) for money You owe others, You may stop payment of preauthorized transfers from Your Account. You must notify the Credit Union orally or in writing in time for Us to receive Your request three (3) business days or more before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. This means that the preauthorized payment and future preauthorized payments to the payee You identify may be paid by Us from Your Account(s) after the 14th day.

If You order Us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the Account and this agreement, including the requirement that You give Us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for Your losses or damages proximately caused by Our failure.

**Bill Payment Service (Online Business Banking) -** You may make bill payment transactions subject to the limitations in the Bill Payment User Guide and this document. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. The Credit Union will withdraw the designated funds from Your Account on or after the date You schedule for payment. The Credit Union will process Your bill payment transfer within one (1) business day on the date You schedule for payment. We will have no obligation to initiate any payment if there are not sufficient funds in Your designated Account, but may at Our discretion. You must allow sufficient time for vendors to process Your payment after they receive it from the Credit Union. Please allow at least a seven (7) day lead-time prior to Your due date. The Credit Union cannot guarantee the time that any payment will be credited to Your Account by the vendor and will not be liable for any Service fee, late charge, or finance charge. You agree to follow the requirements of the Bill Payment Service User Instructions, which are incorporated herein by reference. Bill Payment Service user instructions can be found on the Credit Union's web site. The Credit Union may set other limits on the amount of any transaction(s), and You will be notified of those limits. In no circumstance may a transaction exceed ten thousand dollars (\$10,000). In an effort to maximize security and maintain the highest level of Service, any bill pay Account that has not processed a payment in six months will be closed. The Credit Union is not responsible for any bill pay Account information that is lost due to Account inactivity.

**Online Bill Payment Transactions-** You may cancel, stop, or change a scheduled Online Bill Payment as set forth in the Bill Payment Service User Guide or Instructions. After the time period set forth in the Bill Payment Service User Guide or Instructions has passed, it is not possible to stop or cancel a payment. Some types of payments may not be stopped.

**Consumer Reports-** For some optional Services, You authorize Us to obtain business and consumer credit bureau reports in connection with Your request for those Services. We will review Your credit history to determine if You qualify

for the Service. If the Service is approved, You authorize Us to periodically obtain credit bureau reports in connection with the continuation of any Processing Limits established in connection with this Service. If You ask for such information in writing, we will tell You the name and address of each credit bureau from which we obtained a report about You.

**Credit and Audit Review-** For some optional Services, You are subject to satisfactory credit and audit review by Us from time to time, at Our sole option and discretion, and in accordance with Our established credit and auditing criteria. You shall, upon the Our request, provide to Us any such credit and audit related information and assistance as We may require to perform any such review. Your failure to meet such standards in the sole discretion of the Credit Union or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Us to terminate this Agreement and Services.

**Nature of Business-** Should the nature of the business change, the Member must reapply for any optional Services.

**Settlement Account-** For certain optional Services, You must agree to open, designate and maintain a Settlement Account at all times during the Term of this Agreement. If You close Your designated Settlement Account all optional Services under this Agreement will be cancelled.

**Transmission Deadlines-** Some optional Services require Entries to be submitted before designated cutoff times. Each Entry or file shall be transmitted to the Credit Union in accordance with the Transmission Deadlines and dates represented as Schedule B.

**Service Changes-** You agree to complete a "Service Change Request" form any time You would like to designate a new Administrator, or add or change the optional Services associated with Your use of Online Business Banking. The Service Change Request must be made on an official form provided by the Credit Union, signed by an officer of Your company, authorized to make such change, and deliver the original document to the Credit Union. Amendments may be delivered to branch offices for convenience, but are not effective until approved and accepted by Our office at the address designated in the Contact Information section of this Agreement. The Credit Union may not accept any Service Change Request not provided on an official form.

**Performance of Electronic Service and Warranty Disclaimer-** In no event will we be liable to You for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use Our Services, or for any loss of any data, even if we have been informed of the possibility of such damages. Further, we make no warranty, express or implied, to You regarding Your equipment, including any warranty of merchantability or fitness for a particular purpose, including but not limited to any Online Business Banking Services provided to You under this or any other agreement with Us. We do not and cannot warrant that Online Business Banking will operate without errors, or that any or all Online Business Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, You agree that Our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any Services or products provided under this Agreement or by reason of Your use of or access to Online Business Banking,

including loss of profits, revenue, data or use by You or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Credit Union and its affiliates exceed the amounts paid by You for the Services provided to You through Online Business Banking.

The Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligence in performing those Services. The Credit Union shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or due authorizations of any Entry received from the Member) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or receiving Depository Financial Institution (including without limitation the return of the Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Credit Union's agent. The Member agrees to indemnify the Credit Union against any loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Member, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Member may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of the Online Business Banking Agreement, the Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other

circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Credit Union having exceeded the limitation upon its intra-day net fund position established pursuant to present or future Federal Reserve guidelines or which results in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision to the contrary, in the event of default under the terms of this Agreement by the Member, the Credit Union shall have all rights and remedies available at law or in equity.

**Termination-** This Agreement is terminable upon 10 days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any Entries initiated by the Member prior to such termination. We are permitted to terminate any Service immediately should You breach any part of this Agreement, the Rules (for ACH Origination services), or of the Membership Agreement. We are also permitted to terminate any Service immediately if we are no longer able to provide the Service. Termination of any Service does not alter Your obligation to pay for such Service up to the date of termination.

**Contact Information-** Notifications required by this Agreement are to be directed to Us at the address or phone numbers listed below.

MOUNTAIN AMERICA CREDIT UNION  
BUSINESS SERVICES DEPARTMENT  
PO BOX 9001  
WEST JORDAN UT 84084-9001  
Phone: 801-325-6228 or Toll Free: 888-845-1850  
Email: [business@macu.com](mailto:business@macu.com)

--The remainder of this page intentionally left blank.--

## Online Business Banking Domestic Wire Transfer Terms and Conditions

Online Domestic Wire Transfer Services are an option. If You have selected this option, or use these Services, then these Domestic Wire Transfer Terms and Conditions apply.

The Domestic Wire Transfer Services allow You to wire money to financial institutions in the United States of America (Domestic Wire). We offer this Service as a method to transfer funds electronically for You.

**Wire Transfer Authority-** Permission for use of this Service is granted by the Credit Union to Your Administrator up to the wire Processing Limits provided to You by the Credit Union. Your Administrator has the authority to add or remove access to this Service for each subordinate User and set wire limits up to and including the file Processing Limits provided to You by the Credit Union.

**Requesting a Transfer-** Wire transfers will originate from Your Account. You must designate the dollar amount of the transfer, the name of the payee, the payee's account number, the payee's address, and the receiving financial institution's information, including: ABA (Routing) number, institution name, and institution address for all wire transfers. Additional information will be required if there is an intermediary institution. The system requires less

information to transmit the file, but we will reject the request if any of the previous items are missing.

We are not obligated to transmit any wire transfer if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. This includes any denial of transfer because of sanctions enforced by the Office of Foreign Asset Control ("OFAC").

**Wire Transfer Limits-** The Credit Union will transmit wire transfers up to the limits established in the Processing Limits provided to You by the Credit Union, or up to the collected funds of Your settlement Account whichever is least. There is no limit to the number of wire transfers that may be transmitted.

**Transfers Irrevocable-** You recognize and agree that You have no right to reverse, adjust, or revoke a transfer request after we receive it unless we agree.

**Wire Transfer Data Accuracy-** You recognize and agree that You are entirely responsible for the accuracy of the data entered into the Wire Transfer form. Any loss that occurs as a result of mistakes or errors in the data entered by You shall rest entirely upon the Member.

## Online Business Banking International Wire Transfer Terms and Conditions

Online International Wire Transfer Services are an option. If You have selected this option, or use these Services, then these International Wire Transfer Terms and Conditions apply.

The International Wire Transfer Services allow You to wire money to financial institutions outside the United States of America (International Wire). We offer this Service as a method to transfer funds electronically for You.

**Wire Transfer Authority-** Permission for use of this Service is granted by the Credit Union to Your Administrator up to the wire Processing Limits provided to You by the Credit Union. Your Administrator has the authority to add or remove access to this Service for each subordinate User and set wire limits up to and including the file Processing Limits provided to You by the Credit Union.

**Requesting a Transfer-** International wire transfers will originate from Your Account. You must designate the dollar amount of the transfer (in US Dollars), the name of the beneficiary, the beneficiary's account number, the beneficiary's address, and the receiving financial institution's information, including: SWIFT/Bank Identification Number, institution name, and institution address (including city and country) for all international wire transfers. Additional information will be required if there is an intermediary institution. The system requires less information to transmit

the file, but we will reject the request if any of the previous items are missing.

We are not obligated to transmit any wire transfer if such transmittal would result in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. This includes any denial of transfer because of sanctions enforced by the Office of Foreign Asset Control ("OFAC").

**Wire Transfer Limits-** The Credit Union will transmit wire transfers up to the limits established in the Processing Limits provided to You by the Credit Union, or up to the collected funds of Your settlement Account whichever is least. There is no limit to the number of wire transfers that may be transmitted.

**Transfers Irrevocable-** You recognize and agree that You have no right to reverse, adjust, or revoke a transfer request after we receive it unless we agree.

**Wire Transfer Data Accuracy-** You recognize and agree that You are entirely responsible for the accuracy of the data entered into the Wire Transfer form. Any loss that occurs as a result of mistakes or errors in the data entered by You shall rest entirely upon the Member.

## Online Business Banking Re-Presented Check Terms and Conditions

Re-presented check Services are an option. If You have selected this option or use these Services then these Re-Presented Check Service Terms and Conditions apply.

The Re-presented check Service allows You to resubmit non-sufficient funds (NSF) checks electronically through the Automated Clearing House (ACH) Network.

**Re-presented Check Authority-** Permission for use of this Service is granted by the Credit Union to Your Administrator up to the Processing Limits provided to You by the Credit Union. Your Administrator has the authority to add or remove access to this Service for each subordinate User and set limits up to and including the file Processing Limits provided to You by the Credit Union.

**Rules-** You acknowledge the receipt of a copy of the current operating rules ("**Rules**") of NACHA – The Electronic Payments Association ("**NACHA**"), in effect at the time You begin using this Service, or will obtain a copy of the Rules prior to making any Entries to the system. You agree to comply with the Rules of NACHA and of the Western Payments Alliance ("**WesPay**") as well as future updates and abide by the applicable laws of Your state and of the United States of America. You and we are bound by the Rules for all entries whether or not an Entry is sent through the ACH. Copies of the Rules may be purchased directly from WesPay at [www.wespay.org](http://www.wespay.org). A no-charge basic online version is available at [www.achrulesonline.org](http://www.achrulesonline.org) (registration required).

A Re-presented check is known as an "RCK" Entry in the Rules.

**Re-presenting a check-** An RCK Entry must relate to an item that...

1. Is an item within the meaning of the Revised Article 4 of the Uniform Commercial Code.
2. Is negotiable demand draft drawn on or payable through or at a participating Depository Financial Institution. This does not include a Federal Reserve Bank or a Federal Home Loan Bank.
3. Contains a pre-printed serial/check number.
4. Is in an amount less than \$2,500.
5. Indicates on the face of the document that the item was returned due to "Non-Sufficient Funds," "NSF," "Uncollected Funds," or comparable language.

6. Is dated 180 days or less from the date the entry is being transmitted to the Receiving Depository Financial Institution.
7. Is drawn on a consumer account.
8. Has previously been presented a) no more than two times in its physical form, if the entry is an initial RCK entry; or b) no more than one time in its physical form and no more than one time as an RCK entry.
9. Is not ineligible as defined in the Rules.

It is the responsibility of the Member to determine that a check is eligible for RCK conversion. For NSF Retry logic, RCK transactions can only be retried once.

**Original Checks-** You agree that RCK Entries transmitted through this Service shall cause funds to be debited no more than once from the account of the check writer. You agree that You will preserve the original of all checks collected pursuant to this Agreement for a minimum of sixty (60) days. You will be fully responsible for the secured storage and destruction (after 60 days) of these checks. The risk of loss associated with the accidental inclusion of a physical check in the check collection process or with a lost, destroyed, stolen or misplaced Check shall be exclusively on the Member. The risk of loss due to the unavailability of the original or copy of a check for any reason (such as a natural disaster) shall be exclusively on the Member.

**Copy of Checks-** You agree to securely retain a copy of the front and back of the Item to which the RCK Entry relates for seven (7) years from the Settlement Date of the RCK Entry. At the request of the Credit Union, the Member must provide the copy of the front and back of the Item. Such copy must be provided to the Credit Union within five (5) business days of the request. If the Item has been finally paid, the copy of the Item must indicate this on its face.

**Member Representations and Warranties-** You represent and warrant that all checks presented through the System are made payable to the Member, all signatures on each check are authentic and authorized, and each check has not been altered.

**Disclosure-** You acknowledge that a posted notice is required by the Member to inform its customers of any collection fee and the process of converting their returned checks to an RCK entry as required by the Rules.

--The remainder of this page intentionally left blank.--

## Online Business Banking ACH Origination Terms and Conditions ODFI/Originator

ACH Origination Services are an option. If You have selected this option or use these Services then these ACH Origination Terms and Conditions apply.

The Member has requested that the Credit Union permit it to initiate electronic Credit or Debit Entries for payment to consumer accounts maintained at the Credit Union and/or other financial institutions, by means of the Automated Clearing House ("**ACH**").

Now, therefore the Member and Credit Union agree as follows:

**ACH Transaction Authority-** Permission for use of this Service is granted by the Credit Union to Your Administrator up to the file Processing Limits provided to You by the Credit Union. Your Administrator has the authority to add or remove access to this Service for each subordinate User and set processing limits up to and including the file Processing Limits provided to You by the Credit Union.

**Rules-** You acknowledge the receipt of a copy of the current operating rules ("**Rules**") of NACHA – The Electronic Payments Association ("**NACHA**"), which are in existence as of the date of this Agreement, or will obtain a copy of the Rules prior to making any Entries to the system. You agree to comply with the Rules of NACHA and of the Western Payments Alliance ("**WesPay**") as well as future updates and abide by the applicable laws of Your state and of the United States of America. This includes, but is not limited to, Federal Regulation E, and sanctions enforced by the Office of Foreign Assets and Control ("**OFAC**"). It shall further be the responsibility of the Member to obtain information regarding such OFAC enforced sanctions. You and we are bound by the Rules for all entries whether or not an Entry is sent through the ACH. Copies of the Rules may be purchased directly from WesPay at [www.wespay.org](http://www.wespay.org). A no-charge basic online version is available at [www.achrulesonline.org](http://www.achrulesonline.org) (registration required).

**Definitions-** In addition to all the other terms defined herein and in the General Terms and Conditions, the following terms shall have the following meanings:

- a) "Entry (or Entries)", as they apply to ACH transactions, shall have the additional meaning of paperless deposit (ACH "**Credit**") or charge (ACH "**Debit**"), and shall also include prenotifications and the Entry data You submit from which we prepare the Entries. This definition adds to the definition previously given in the General Terms and Conditions.
- b) "RDFI" shall mean the Receiving Depository Financial Institution.
- c) "ODFI" shall mean the Originating Depository Financial Institution, for this Agreement, the Credit Union.
- d) "Receiver" shall mean an individual, corporation or other entity that has authorized a Member or Originator to initiate a Credit or Debit Entry to a transaction account held at an RDFI.
- e) "Originator" shall mean You, or the Member, who has authorized Us (the ODFI) to transmit a Credit or Debit Entry to the account of a Receiver with an

RDFI, or if the Receiver is also the RDFI, to such Receiver.

**Originator Representations and Agreements-** The Originator warrants and agrees that it will obtain authorization, and comply with all warranties, for all Entries as required by the Rules. This system supports Prearranged Payment and Deposit ("PPD") and Cash Concentration and Disbursement ("CCD") Entries. The Originator may only transmit PPD or CCD Entries and is not authorized to transmit Telephone Initiated ("TEL"), Internet Initiated ("WEB"), or any other Payment Application, as outlined in the Rules unless an amendment to this agreement modifies this limitation.

- a) For consumer Entries, including those of varying amounts, written authorization is required and must be in force at time of transmittal. The Originator shall retain these authorizations for a period no less than two (2) years after the revocation or termination of the authorization. The Originator agrees to provide ODFI a copy of written authorizations of consumer Entries at any time during the Term of this Agreement or up to two (2) years after the revocation or termination of the authorization. Such copies shall be provided to ODFI within five (5) days of the request by the ODFI and at the Member's own expense.
- b) Originator shall comply with all the terms of the Electronic Funds Transfer Act if applicable or Uniform Commercial Code Article 4.5A (UCC4A) if applicable and shall otherwise perform Your obligations under this Agreement in accordance with all applicable laws and regulations.

**Storage of Authorizations-** You will be fully responsible for the secured storage of all written authorizations from Receivers. You are required to implement storage and procedures to ensure that the original authorizations are not accessed by unauthorized persons. The risk of loss associated with a lost, destroyed, stolen or misplaced authorization shall be exclusively on the Member.

**ACH File Transmission-** You may generate an ACH file using Your own, or third-party, software program. Files must be formatted to NACHA specifications. We will provide either a secure FTP (File Transfer Protocol) location, or enable file upload within the System. Alternatively, You may use the System's ACH database to store Receiver information and generate batches to be included with a combined file. By transmitting files or generating batches constitute Your agreement to authorize Us to originate Entries on Your behalf to Receivers' accounts.

**ACH File Processing Limits-** The Originator is authorized to transmit ACH Debits and/or Credits up to the limits set forth in the Processing Limits provided to You by the Credit Union. Files exceeding the limit will be processed at the Credit Union's discretion. The Credit Union is not obligated to transmit any file exceeding the limit. If the Member needs to send a file that exceeds the Processing Limit, it is advised to notify the Credit Union in advance and obtain permission to process the file over the limit.

**Balanced File-** All files transmitted to Us must be balanced. This means that all Debit and Credit Entries must be equal within the file. The balancing Entry must be offset from Your Settlement Account. You may not use any other account to offset Entries. We will reject any unbalanced File unless We have agreed in writing to accept unbalanced Files from You.

**Prenotifications-** Prenotification (zero-dollar) Entries are optional, however, if You choose to send prenotification Entries, You shall send such Entries at least six (6) days prior to initiating the first live (dollar) Entry to a particular account. Such Entries shall be provided to the Credit Union through the Online Business Banking System. Should the Member receive notice that any such prenotification has been rejected by the RDFI, the Member will initiate no further Entries to the Receiver until such time as the Member provides the RDFI with such authorization. At such time, the Member may initiate Entries within the time limits provided in the ACH Rules.

**Posting of Entries-** The Member understands and agrees that ACH Entries to a Receiver's account where the individual name does not match the account information will be posted based on the account information provided in the ACH transaction, not based on the name, individual identification or other information provided in the Entry. It is the responsibility of the Member to verify that the individual signing the ACH Debit or Credit authorization is in fact entitled to use of the specified account.

**Returns-** The Credit Union shall notify the Member of any returns or notification of change Entries received for the Member no later than two (2) business days after the receipt of the item. This notification may be given by phone to an authorized representative of the Member, or by fax or email if requested by the Member. Upon receipt of the return items the Member will cease transmission of said transactions until a new authorization has been signed by the consumer or until corrections have been made. If the Member has an excessive number of returns, as determined at the sole discretion of the Credit Union, or fails to comply with these provisions, the ACH origination authority may be revoked.

**Change Items-** Upon receipt of notification of change items, the Member must make the correction within six (6) business days, or before the next transaction, whichever is later.

**Settlement Account-** You agree that by using the ACH Origination Services, You will maintain Your settlement Account at all times during the Term of this Agreement, and for 60 days after the last transmission initiated under this Agreement.

**Settlement Funds Availability-** You agree that by using the ACH Origination Services, You will provide immediately available funds to offset any Credit Entries originated by the Member no later than the Transmission Deadline for the Settlement Date. We may reserve (hold) the Credit Entry funds after the Transmission Deadline in order to insure availability at settlement. Funds on reserve may affect the availability of funds for other items (including checks or other transactions) attempting to clear the settlement Account. You further agree that any Account of the Member may be debited for Service charges or to offset Credit, or return Debit Entries originated by You. Credit Entries

become an obligation of the Member at the time they are submitted by You.

**Delayed Settlement or Reserve-** Upon issuing You ACH transaction authority We may delay settlement of Your Originated Debit Entries, or require You to maintain a Reserve (security deposit) to protect against returns and unauthorized transactions. We may also impose delayed settlement or require a reserve if Your returned or unauthorized Entries are unusually high. Should We elect to impose delayed settlement or a reserve, We will provide written notice to You in connection with notification of Your approved Processing Limits.

**Provisional Payment-** Until the Credit Union receives final settlement for Credit Entries, Member agrees to receive provisional credit, as provided by the Rules. Payment by Us for any Debit Entry, returned Credit Entry or Credit reversal is provisional until we receive final settlement for the Entry. If final settlement is not received, we are entitled to a refund and may charge Your Account for the amount credited. We may delay the availability of any amount credited for a Debit Entry or Credit reversal if we believe that there may not be sufficient funds in Your Account to cover a chargeback or return of the Entry or reversal.

**Insufficient Funds-** We are not obligated to transmit any Credit file or Entry that would result in a Debit at settlement that exceeds the available funds of the Account at transmission deadline even if the file or Entries are within the approved Processing Limits. Should funds not be available in the Member's Accounts to cover rejected items by the ACH or RDFI, the Member will promptly provide immediately available funds to indemnify the Credit Union.

**Notification of Errors-** If You discover that any Entry You have initiated was made in error, You must notify Us of the error within 24 hours at the phone number listed in the Contact Information section of the Terms and Conditions. In such a case, we will utilize Our best efforts to initiate an adjusting Entry or stop processing of any "on-us" Entry. Should we be unable to stop the Entry from posting, or if it is too late to withdraw the item from the ACH Operator, You may initiate a reversal file to correct that Entry, as provided for and abiding by the Rules.

**Reversals-** Reversals may be submitted to correct errors in original Entries and must comply with the Rules. Should a reversal be created for an individual Entry or Entries, as opposed to a complete file reversal, the Receiver(s) of the Entries must be notified of the reversal, by the Originator, no later than the settlement date of the reversing Entry. Should a reversal be created for a complete file reversal, the Member must advise the Credit Union within five (5) business days of settlement at the phone number listed in the Contact Information section of the Terms and Conditions. Written authorization from the Member is required for any reversal. Reversal authorizations must be submitted using an official ACH Origination Reversal Request. A Reversal Request may be submitted to Us via fax, email, or in person.

**Rejection of Entries-** In the event that the Credit Union rejects Entries for any reason, it shall be the responsibility of the Member to correct and resubmit such Entries. Should the file be rejected due to an error caused by the Credit Union, the Credit Union shall be responsible to resubmit the file. In such a case, the Member will supply sufficient information,

upon request, to allow the Credit Union to recreate the Entries for up to five- (5) business days after midnight of the settlement date. The Credit Union shall immediately attempt to notify the Member of any rejected Entries. This notification will be given by phone to an authorized representative of the Member at one of the phone number(s) of record on the Account.

**Indemnification-** The Member will indemnify the Credit Union if it incurs any financial loss or liability (with respect to any Entries initiated by the Member) due to the breach of any of the warranties of an Originator set forth in the ACH Rules, except those due to the negligence of the Credit Union. This includes reimbursement by the Member to the Credit Union of any fines imposed on the Credit Union due to breaches of ACH Rules by the Member.

**Member Cooperation-** You agree to cooperate with Us in the event of damages or liability incurred by Us as a result of Member's origination. Such cooperation includes, but is not limited to, undertaking reasonable efforts to provide

requested documentation or assisting in recovery efforts. You also agree that We have the right to audit Your compliance with the Agreement, these ACH Terms and Conditions, or the Rules.

**Revocation of ACH Authority-** In addition to Termination previously described in the Agreement, We may terminate Your ACH transaction authority at any time should You fail to provide copies of authorizations in the manner and time specified within these ACH Origination Terms and Conditions. We may also Terminate the Agreement for breach of the Rules in a manner that permits Us to comply with the Rules.

**Third-Party Sender-** You are required to immediately notify Us if You are acting as a Third-Party Sender, a subset of Third-Party Processor, as defined in the Rules. Additional conditions titled ODFI/Third-Party Sender—ACH Terms and Conditions apply to all Third-Party Senders. An addendum to this Agreement must be approved by Us prior to transmitting any Entries for another Originator.

**--The remainder of this page intentionally left blank.--**

**Schedule A  
Online Business Banking  
Schedule of Fees**

**Initial Setup Charges- One Time**

ACH Origination or Check Re-presentation Setup	\$10.00
Wire Transfer Setup	20.00
Complete Setup (ACH, and Wire)	25.00

**Maintenance Charges- Recurring Monthly**

ACH Origination capability (Payroll) <sup>1</sup>	10.00
ACH Origination capability (Credits)	20.00
ACH Origination capability (Debits & Credits)	25.00
Check Re-presentation capability	25.00
Domestic Wire Transfer capability	15.00
International Wire Transfer capability	25.00
Cash Management Bundle (any combination of Services)	50.00

**Transaction Charges-Per Transaction**

ACH Batch File Submission or Upload <sup>2</sup>	\$3.00
ACH Credit, Debit or Prenotification Entry in transmission file <sup>3</sup>	.10
ACH Addenda Record	.03
ACH Return (except prenotifications)	5.00
ACH Reversal (file reversal per Member)	25.00
ACH Reversal (single Entry)	10.00
Check Imaging	N/C
Outbound Domestic Wire	10.00
Outbound International Wire <sup>4</sup>	35.00
Penalty for failure to provide copy of authorization (each) <sup>5</sup>	50.00

**Publications and other Services Charges**

User Training (scheduled sessions at Credit Union or by phone)	N/C
User Training (on site at Member)	At Cost
Setup charge for each Service added after initial Setup	10.00
ACH customer list batch conversion data Entry	\$25/hour

Individual charges on this sheet apply only to the Online Business Banking system. Standard account activity charges as listed in the Truth-In-Savings schedule apply independently of this schedule.

Monthly Maintenance and Transactions fees are added to monthly analysis on the Settlement Account. All other fees will be charged directly to the Settlement Account.

<sup>1</sup> The monthly ACH Payroll fee is waived for members with Growth Checking on the Settlement Account.

<sup>2</sup> There is no limit to the number of entries in a batch. The batch fee is waived on the first five batches sent per month.

<sup>3</sup> The first 100 ACH Entry fees per month will be waived.

<sup>4</sup> Additional fees, including foreign exchange or other fees, may be deducted from the proceeds by the receiving or processing financial institution.

<sup>5</sup> This penalty is independent of the indemnification required by the Member to the Credit Union as described in the Indemnification paragraph of the ODFI/Originator agreement.

## Schedule B Online Business Banking Transmission Deadlines

The Member will create and submit files through the Online Business Banking system, to Credit Union Electronic Funds Department via, [www.macu.com](http://www.macu.com). Transmissions originate from the Credit Union offices in West Jordan Utah. "Business day" shall mean Monday through Friday, except observed Federal and Utah holidays.

### Online Domestic and International Wire Transfer Deadline

All wire transfers must be transmitted to the Credit Union no later than 2:00 PM Mountain Time each business day in order to be transmitted to the Federal Reserve on the same business day. The Credit Union cannot guarantee that the wire will be processed by the receiving financial institution that same business day. Transfers received after 2:00 PM Mountain Time will be required to have a future effective transfer date. You may future date wire transfers up to thirty (30) days in advance.

### ACH Origination and Re-presented check Deadline

- Two-Day ACH Credits or Payroll must be received by 2:00 PM Mountain Time no later than two (2) business days prior to the intended settlement date.
- One-Day ACH Credits or Payroll must be received by 2:00 PM Mountain Time no later than one (1) business days prior to the intended settlement date.

One or Two-Day credit to recipients are determined by You when creating the file in the Online Business Banking System. Files may be submitted earlier than the Deadline dates, but the designation of One or Two-Day credits will determine when a hold will be placed on available funds.

- ACH Debits and Re-presented checks must be received by 2:00 PM Mountain Time no later than one (1) business day prior to the intended settlement date.

Two-Day Payroll or Credits	One-Day Payroll, Credits, or Debits	Settlement Day
Deadline and funds availability will be 2:00 PM Mountain Time the previous...	Deadline and funds availability will be 2:00 PM Mountain Time the previous...	
Thursday	Friday	Monday
Friday	Monday	Tuesday
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday

### Adjustments to Deadlines

Transmission deadlines must be adjusted for Federal and Utah holidays occurring on deadline days. Daylight Saving Time adjustments apply.

#### Observed Holidays:

New Year's Day	Martin Luther King Jr. Day	Presidents Day
Memorial Day	Independence Day	Utah Pioneer Day (July 24)
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day	

ACH and Wire Entries will not be transmitted on these dates. Transactions submitted on a holiday will have transmission delayed until the next business day. If a normal effective date falls on an observed holiday date, the effective day should be changed to the business day immediately prior to the holiday for Credits and immediately after the holiday for Debits. Transmittal deadlines should be adjusted according to the new effective date. Files settling the business day following a holiday must be submitted by the deadline at least one business day prior to the holiday.

Available funds for ACH Credits, Payroll and Wire Transfers must be immediately available in the settlement Account at the time of the deadline. We may reserve (hold) the Credit Entry funds after the deadline in order to insure availability at settlement. Funds on reserve may affect the availability of funds for other items (including checks or other transactions) attempting to clear the settlement Account. Since deposits may not be available for immediate withdrawal, it is recommended that they be made at least two (2) business days prior to the deadline check deposits. This statement does not supersede the Credit Union's Funds Availability Policy or federal law.