

## iQ Credit Union Business Online Banking Disclosure

The following disclosures set forth your and our rights and the responsibilities concerning use of the iQ Credit Union Online Banking Service. In this agreement the terms "Credit Union," "we," "us," and "our" refer to iQ Credit Union. The terms "you" and "your" refer to the business member/account owner, and each Business Administrator or Business User.

1. **Administration.** The Administration module enables Business Administrators to create, edit, delete and maintain key services including the resetting of user passwords.
  - a. **Business Administrators.** A business administrator may create, edit, delete and maintain key services including the resetting of usernames and passwords. Your primary Administrator is automatically permitted to use all accounts, modules and services entitled to your business by the Credit Union. Administrators may add, edit or delete business users, unlock and create new passwords. Administrators designate the level of access available to each individual user. Administrators may not perform administrative tasks on themselves. Only users designated as Administrators and the Credit Union has the ability to add, edit or delete your Business Profile.
  - b. **Users.** Anyone who is granted access to your account via Online Banking. Unless a user's access to particular accounts or services is specifically restricted by an administrator, the user may have access to all of your accounts or services.
  - c. **Account Access.** The Online Banking service may be accessed using any computer with access to the Internet. To login, each User will need a username. For security purposes, each user will be required to select a password, select security questions and secret answers, as well as choose a name and personal image. Each user must use their password along with any other required information to access the account. You are responsible for the proper operation and maintenance of any computer software and supported browsers being utilized for Online Banking. The Credit Union will not be responsible for any errors or failures involving telephone service, Internet service provider, your software installation or your computer's operation.
  - d. **Entitlements.** Any service, module or activities within each module may be entitled to any User of Online Banking. Unless otherwise indicated, any account held by our Business Member may also be further entitled for use within each module.

## 2. Services

- a. **Types of Transactions.** Not all services are available to all business members. At the present time, approved business members may use the Online Banking services to conduct the following activities:
  - i. Account Summary allows a user to view real-time balance information for the accounts the user is entitled to view in a single location organized by account type.
  - ii. Review account balance and transaction information for any of your accounts.
  - iii. The Web Connect service supports popular Web Connect programs including Microsoft® Money, Quicken® and QuickBooks®. Available Web Connect download formats are subject to a User's entitlements. A list of supported versions for each program may be found on the Credit Union's website.
  - iv. Provides access to electronic versions for statements and daily notices to any account. The electronic statements and notices service can be entitled, but access to account information found on statements or notices cannot.
  - v. The Transfer Module allows Users to transfer funds from accounts held at the Credit Union to other accounts at the Credit Union or another Financial Institution (i.e. checking, savings, and loan accounts) and create repetitive transfer templates. The transfer module supports a range of frequencies including immediate, single (future-dated) and recurring transfers. Note: Transfers are reflected in real-time in your Accounts module.
  - vi. Make bill payments using the online bill payment service. The bill payment service can be entitled, but entitlement allows payment from any checking account.
  - vii. Obtain tax information regarding dividends earned and interest paid on your accounts.
  - viii. Request stop payment orders on your checking account.
  - ix. View check images.
  - x. Communicate with the Credit Union using the in-session message system or by email which provides a secure channel for communications between you and the Credit Union.
  - xi. Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement

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and Disclosures.

- xii. Initiate Wire Transfers (subject to a separate agreement).
3. **Service Limitations.** Online Banking is accessible 24 hours a day, seven days a week. Online Banking may be inaccessible for a reasonable period weekly to perform system maintenance. We reserve the right to suspend or terminate access to Online Banking for any reason without notice.
- a. **Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a Share Savings Account or Money Market Account will be limited to a total of six (6) in any one month. 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. The Credit Union reserves 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.** The account balance and transaction history information may be limited to recent account information. Account Activity provides up to 120 days of account activity or a maximum of 10,000 individual transactions. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
  - c. **Alerts.** The Alerts Service allows you to request and receive messages about your account(s). You may receive Alerts via Internet email addresses, subject to the terms and conditions of your Internet service provider(s). For instance, you may send “general alerts” to remind you about a birthday or what to pick up from the store, “check alerts” information (i.e. reminders about a birthday or upcoming event), Receipt of each Alert may be delayed, or prevented by factor(s) affecting your Internet service provider, and such other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any Alert. iQcu will not be liable for losses or damages arising from (a) a non-delivery, delayed delivery, or wrong delivery of an Alert; (b) inaccurate content in an Alert; (c) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you, for any Alert, at any time. The information in any alert may be subject to certain time lags and/or delays. The types and frequency of your Alerts will be managed by you, and the Alerts may be stopped, or suspended by you at any time.
- d. **E-Mail and Stop Payment Requests.** The Credit Union may not immediately receive email communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in one-hundred eighty (180) days unless confirmed in writing in accordance with your Membership and Account Agreement. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 5. The Stop Payment Service allows you to submit single or a range of stop payment requests online. Users must be entitled to the service in order to access and execute stop payment requests. Important: Online Stop Payment requests are restricted to checks issued by your business on bank paper and do not apply to ACH, Wire or Bill Payment transactions. If your business has Bill Payment, a stop payment request may be issued by contacting the Credit Union or calling the Bill Payment Customer Service Number located in the Bill Payment Module.
  - e. **Online Bill Pay Agreement and Disclosures.** The bill payment service allows you to pay bills out of a designated account on a one-time or periodic basis to payees that you designate subject to the limitations described below. With respect to this service, the word “account” means a checking account you have with the Credit Union that you have designated as your bill payment account. You authorize us to process Bill Payments from your designated account.
    - i. **Initiating Payments.** You may use the Bill Pay service to initiate three (3) different types of payment transactions:
    - ii. **Today.** “Today” transactions are payments you designate to be paid immediately. “Today” Bill Payments will be immediately deducted from your account following your Bill Pay session. Therefore, you must have sufficient funds available at the time of the Bill Payment request and you agree the payment may not be canceled for any reason after you transmit it.

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- iii. **Future.** “Future” transactions are payments you designate to be paid at a future date up to three hundred sixty-four (364) days in advance of the “Send On” Date. The transaction will be processed on the “Send On” Date or the previous business day if the “Send On” Date falls on a weekend or holiday. “Future” Transactions may be canceled or changed through the Bill Pay service up until 12:00 midnight before your “Send On” Date.
- iv. **Recurring.** “Recurring” transactions are payments you designate to reoccur on a specified regular basis (i.e., monthly). You may designate the start and end dates for payments for a maximum time period of forty (40) years. “Recurring” transactions will be deducted from your account on the “Send On” Date. “Recurring” transactions may be canceled or changed through the Bill Pay service up until 12:00 midnight before your “Send On” Date. There is a dollar limit on any Bill Payment of \$25,000.00, or the available balance in your designated account plus any available overdraft protection balance, whichever is less. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in the Membership and Account Agreement and Rate and Fee Schedule.
- v. **“Send On” Date vs. “Deliver By” Date.** When scheduling a bill payment, note the difference between the “SEND ON” date and the “DELIVER BY” date. The “SEND ON” date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an in-session message indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the “DELIVER BY” date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access Online Bill Pay to determine the date of the second deduction attempt.
- vi. If you schedule a payment with the “SEND ON” date as the current date, you must have adequate funds in your account at the time the payment is scheduled. If you schedule a payment with the “SEND ON” date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST. The “DELIVER BY” date is the date that you can expect the payee to receive your payment. The “DELIVER BY” date for your payment should be no later than the due date the payee has indicated for the payment.
- vii. **Payment Guarantee.** If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to minimize the risk of negative impact your credit rating. The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:
- a) The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1, with a 15-day grace period, must have a “Send On” date no later than July 1.)
  - b) The payment amount did not exceed the Bill Payment limit in Section 2.e.iv.
    - The payment was not made to a restricted payee (see below) or the following type of payee:

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- Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
  - Payments to settle securities transactions
  - Payments to payoff special or delayed financing for purchases
  - Payments to credit counseling agencies who pay creditors on your behalf
- c) The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:
- Payment to payees outside of the United States
  - Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - Tax entities
  - Collection agencies
- d) e information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
- e) You had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

- viii. **Expedited Payments Guarantee.** If a Properly Scheduled Expedited Payment (defined in section 2.e.vii) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties (defined below) that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment. We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee

account noted appropriately to ensure that the situation does not negatively impact your credit rating.

"Penalties" are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance.

A "Properly Scheduled Expedited Payment" is defined as a payment that:

- a) was made from an account that has sufficient funds for the payment and any fees associated with the payment;
- b) was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st.)
- c) the service indicates is deliverable on or prior to the applicable due date;
- d) was not made for any of the following types of transactions:
  - Payments that failed due to insufficient funds or other reasons
  - Payments to settle securities transactions
  - Payments to payoff special or delayed financing for purchases
  - Payments to credit counseling agencies who pay creditors on your behalf
  - Payments to payees outside of the United States
  - Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - Tax entities
  - Collection agencies

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- e) the information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
  - f) does not cause you to exceed any applicable risk management limits;
  - g) was scheduled when the system was available;
  - h) the payment complies with the payee's policies; and
  - i) you had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.
- ix. **Payees.** You may schedule payments up to a maximum of one-hundred (100) payees located in the United States. We may not process payments on your behalf to payees meeting any of the following criteria:
- a) Designated by the Office of Foreign Asset Control as being a prohibited payee
  - b) Having an address outside of the United States (except for APO)
  - c) Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - d) Tax entities
  - e) Collection agencies
- If we do process a payment to such a payee, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.
- x. **Bill Payment Limits.** You may not schedule a single bill payment for greater than \$25,000.00.
- xi. **Cancelling Bill Payments.** We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at any time through Online Banking. Bill payments are considered outstanding until the "SEND ON" date.

You can cancel a "Recurring" transaction by verbal or written no later than three business days before the "SEND ON" date of the transaction by contacting Customer Service at the address or phone number listed in this

agreement. If you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring string.

If you wish to place an oral stop payment on a recurring Bill Payment transaction, not using the Bill Pay service, the Credit Union must receive your oral stop payment request at least three business days before the payment is scheduled to be made. To request a stop payment, call 866-270-3618. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

- xii. **Internet Email Notifications.** It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:
- a) Password changes
  - b) User Name changes
  - c) Internet email address changes (sent to old and new addresses)
  - d) Adding New Payees

- xiii. **Processing Payments.** The amount of your requested Bill Payment will be deducted from your account on the "Send On" Date and will be processed by us on that date or the previous business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment by midnight on the day before the "Send On" Date. It is your responsibility to schedule your Bill Payments in such a manner that your obligations will be paid on time. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. In no event will we automatically resubmit a payment for you after funds become available. The Credit Union will not process any Bill Pay transfer if we know the required transaction



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information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Pay request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

- xiv. **Canceling or Changing Bill Payments.** Payments designated as "Today" transactions cannot be stopped, canceled, or changed once your Bill Pay session has ended. You may cancel or stop payment on Future and Recurring Bill Payment transactions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a Bill Payment that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation or change request must be entered and transmitted through the Bill Pay service by midnight of the day before the "Send On" Date. If your request is not timely entered, you will be responsible for the payment.

4. **Mobile Banking.** The Mobile Banking service provides access to most services available through Online Banking. Some functions may not be available or may operate differently than in Online Banking. In addition, use of the Mobile Banking service is subject to the following terms and conditions:

- a. Your mobile device must be a web supported device and meet all technical requirements for the proper delivery of Mobile Banking.
- b. You understand and agree that you are obligated to ensure your mobile device allows you to maintain secure access to Mobile Banking services.

- c. You understand and agree that you are responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Banking and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software.
- d. You understand and agree that you are responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Banking.
- e. All Bill Payment payees must be established within Online Banking before payments can be made to the payee via Mobile Banking.
- f. You will not be able to access all functions/services that are accessible via Online Banking. Examples include, but are not limited to, electronic statement, check reordering, third party account transfer, and account aggregation services.
- g. You are obligated to pay any and all expenses related to the use of your mobile device, including but not limited to, wireless carrier service or Internet service charges. Please check with your mobile service provider for details on specific fees and charges that your provider may impose.
- h. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your mobile device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

5. **Security of Access Information.** The Username and password information established for all Users is for security purposes, should be considered confidential and should not be disclosed to third parties. Users are responsible for safekeeping this information. Users should agree not to disclose or otherwise make their access information available to anyone not authorized by the Business member/Account Owner or Business Administrator to conduct transactions. Anyone authorized to have or use a Username and password which is entitled by the Business Administrator may use the Online Banking service to review account information and make account transactions.

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Therefore, we are entitled to act on transaction instructions received using such information and the use of such information will have the same effect as your signature authorizing transactions. If a Business Administrator authorizes anyone to use a Username and Password in any manner, that authority will be considered unlimited in amount and manner unless the Business Administrator has specifically limited that Username or until such authority is revoked. The Account Owner is responsible for any transactions entitled by any Business Administrator and made by any User until access by that Username person are is disabled or the Password code is changed. If the Business Administrator fails to maintain or change the security of access information and the Credit Union suffers a loss, we may terminate your Online Banking and account services immediately.

6. **Member Liability.** The Business Member/Account Owner is responsible for all transfers by Authorized (entitled) Users (or anyone to whom Authorized User access information is given) using Online Banking Services under this Agreement. However, tell us at once if anyone has used your Account or access information and accessed your accounts without your authority. If you believe that someone has used your User Name or access code without your permission contact us by calling or by writing:

**Member Solutions Center:**

iQ Credit Union

PO Box 1739

Vancouver, WA 98668-1739

**(360) 695-3441 (800) 247-4364**

7. **Fees and Charges.** There may be certain charges for Online Banking Services as set forth on the Rate and Fee Schedule related to the Business Membership, as amended from time to time. If you request a transfer from a loan account, such transactions may be subject to charges under the terms and conditions of the applicable loan agreement.
8. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
- 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; and
  - If you give us your written permission.

9. **Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable for instance:
- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
  - If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer and bill payment transactions.
  - If your computer fails or malfunctions or any of the Credit Union's Online Banking services was not properly working and such problem should have been apparent when you attempted such transaction.
  - If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
  - If the funds in your account are subject to legal process or other claim.
  - If your account is frozen because of a delinquent loan.
  - If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider.
  - If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or bill payment.
  - If the error was caused by a system other than our own.
  - If there are other exceptions as established by the Credit Union.
10. **Termination of Online Banking Services.** You agree that we may terminate this Agreement and your use of any Online Banking Services, if:
- You, or any authorized user of your account or access code breach this agreement with us;
  - We have reason to believe that there has been an unauthorized use of your card, account or access code; or
  - You breach any provisions of your Membership and Account Agreement or any other agreement with the Credit Union.

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You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

11. **Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. Use of any Online Banking service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
12. **Billing Errors.** In case of errors or questions about your electronic transfers, telephone us at (360) 695-3441 or write us as soon as you can and send to P.O. Box 1739, Vancouver, Washington 98668-1739.

### Contact the Credit Union with your Questions:

**Member Solutions Center**..... (360) 695-3441  
Toll Free ..... 1 (800) 247-4364  
FAX ..... (360) 695-3658  
Visit us at: ..... iQcu.com