

# Business Banking Services Agreement

## General Terms and Conditions

### **BUSINESS BANKING (Internet Network Connection) AGREEMENT**

This Business Banking Agreement ("Agreement") establishes the rules that cover Your electronic access to Your Accounts at the Credit Union through Business Banking (also called "Small Business Payments"). This Agreement also establishes rules with respect to Wire Transfers and ACH transactions, more specifically set forth below. 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.

By using the Business Banking Services, You accept all the terms and conditions of this Agreement. The terms and conditions of the Membership and Share Account Agreement ("Member Agreement") and each of the Member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

**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 Seven Seventeen Credit Union, its employees, directors, officers, representatives, and agents.
- b) "You", "Your", and "Member(s)" shall mean the Account holder authorized by the Credit Union to use Business Banking, any person signing an Application for optional Services, in connection with this Agreement, and, if applicable, any User authorized to exercise control over Member's funds accessed through Business Banking.
- c) "Account" or "Accounts" shall mean the Member's share or loans accessed through Business Banking.
- d) "Administrator" or "Supervisor" shall mean the authorized person(s) that You have designated to establish and authorize User access (if applicable) and controls to Business Banking.
- e) "Authorized User" or "User" includes the Administrator, and any person authorized by the Administrator, who is granted access to Your Account through Business Banking, if applicable.
- f) "Entry" means any transaction transmitted through the use of any of the Services.
- g) "Service or Services" means any of the 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 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 Member Agreement.

**Access.** You may access Your Accounts through a personal computer (PC) under the Business Banking Service Agreement. Access to the Service also requires an active Online Banking login, including an ID and Password.

Business Banking is an optional Service that may be applied for through an application process. We will review Your request and make decisions regarding that request for optional Services.

Optional Services include:

- Online Wire Transfers
- ACH Origination

**Authorized Users.** A Member Administrator will be set up by the Credit Union as designated by the Member. The Member Administrator will be responsible for setting up authorization or terminating all other Member User (Subordinate Administrator) access to the Service, if applicable. 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 removing them as an Authorized Signer on the business account, and/or changing Your Online Banking ID and Password. The Authorized User may have access to all Services, including Administrator functions, or may be limited by the Administrator within the parameters of the system, if applicable.

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Services using a valid Online Banking ID and password, including such persons which may not be signers on Your Account, if applicable. 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, if applicable.

**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 Ohio, 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.

**Use of Services.** As a condition of using the Services, You agree that You are solely responsible for the use of the 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.

**Security-** You understand the importance of Your role in preventing misuse of Your Accounts through 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. 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 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 330-372-8100, 330-793-2495, 330-726-0344, 330-539-6627, 330-677-0001, 330-492-1106 or 800-775-7741.

**Equipment and Software Requirements-** To receive electronic records and to access Our 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, 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.

**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 ACH and Wire fees and charges will be deducted from the Business Checking of your main business account, and your monthly ACH fee will be deducted from your Business Savings. 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 Business Banking. We will continue to charge Your account monthly until the service is discontinued. If the fee is not available from Your checking account, We may take the fee from any other share account of which Member is an owner as soon as the funds become available. If there are no funds available in any account, You agree to pay the service charge immediately upon demand.

**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. The Credit Union's liability shall not in any event exceed the amount of the item.

**Business/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.

**Right to Stop Preauthorized Payments.** You may stop a payment that has not been processed by deleting it from Business Banking. If a stop payment is requested for a non-processed payment, the Credit Union will stop these payments if the Credit Union receives a written or oral request to do so at least three (3) business days before the payment is to be made, five (5) business days if an ACH Origination Authorization form was signed by me. If you notify the Credit Union by telephone, the Credit Union may require me to provide you with written request within fourteen (14) days. There is a service charge to stop a preauthorized payment. See the Business Service Charge Schedule.

**Service Changes.** You agree to complete an updated Application, found in Online Banking, any time You would like to add the optional Services associated with Your use of Business Banking. Changes in the dollar amounts of files or termination of services can be performed by emailing [businessonlinebanking@717cu.com](mailto:businessonlinebanking@717cu.com). The Service Change Request must be made by an authorized Person from Your Company who is authorized to make such change. Amendments are not effective until approved and accepted by Seven Seventeen Credit Union. The Credit Union may not accept any Service Change Request not provided on an official form, or in some cases, by email, as previously indicated.

**DISCLAIMER OF WARRANTY. OUR BUSINESS BANKING SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND ON AN "AS IS" BASIS. YOU ASSUME ANY RISK IN USING THE ONLINE BANKING SERVICE. NO GUARANTEES OR WARRANTIES OR REPRESENTATIONS ARE MADE REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY CONCERNING YOUR USE OF THE BUSINESS BANKING SERVICE. WE MAKE NO WARRANTY EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AS TO ONLINE BANKING SERVICE UNLESS DISCLAIMING SUCH WARRANTIES ARE PROHIBITED BY LAW.**

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

Seven Seventeen Credit Union  
Business Development Department  
3181 Larchmont Ave. NE  
Email: [businessonlinebanking@717cu.com](mailto:businessonlinebanking@717cu.com)

Phone: (330) 372-8100 (330) 793-2495 (330) 726-0344  
(330) 539-6627 (330) 677-0001 (330) 492-1106  
Toll Free: (800) 775-7741

**Please ask for the Small Business Center at ext. 8025**

#### **BUSINESS BANKING DOMESTIC WIRE TERMS AND CONDITIONS**

The undersigned ("Member") has requested that Seven Seventeen Credit Union, Inc. ("Credit Union") perform Wire Transfer services which shall be governed under this Section of the Agreement.

**Scope of the Agreement.** This Agreement shall govern the following transfer requests: funds transferred at the request of the Member from any designated share account at the Credit Union to any account of the Member maintained at another financial institution or the transfer of funds

at the request of the Member from any designated share account at the Credit Union to a third party's account maintained at the Credit Union or other financial institution.

These Domestic Wire Transfer Terms and Conditions apply to Members who apply to this option or use these Services. The Domestic Wire Transfer Services allow Members to wire money to financial institutions in the United States of America (Domestic Wire). The Credit Union offers this Service as a method to transfer funds electronically for Members.

**Wire Transfer Authority.** Permission for use of this Service is granted by the Credit Union to Member's Administrator up to the wire Processing Limits provided to Members by the Credit Union. Member's 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 Members by the Credit Union.

**Requesting a Transfer.** Wire transfers will originate from Member's Account. Member 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 Credit Union will reject the request if any of the previous items are missing.

Credit Union is 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 Member by the Credit Union, or up to the collected funds of Member's settlement Account whichever is least. There is no limit to the number of wire transfers that may be transmitted.

**Payment Order Acceptance.** The Credit Union will accept wire transfer payment orders under the following circumstances: Member has executed a business wire authorization form, Member has signed a wire transfer agreement (part of the Business Banking Services Agreement), Member has sufficient withdrawable funds in the designated accounts to facilitate the payment order and as provided valid identification as an authorized user of the account. Member shall pay Credit Union the amount of each wire transfer request transmitted to the Credit Union when the Credit Union executes Member's wire transfer request, which member agrees shall not exceed the available balance in Member's account. In the event a payment order causes an overdraft in Member's account, Member agrees to promptly pay the Credit Union the overdrafted amount in addition to any affiliated overdraft fee(s). The Credit Union retains all rights in law and equity to collect any outstanding amounts owing to the Credit Union as a result of the transfer including, but not limited to, the offset against other Member accounts.

**Security Procedures.** The Credit Union will initiate wire transfers requested by the Member electronically by utilizing the Credit Union's Online Domestic Wire Transfer Service and identification must be presented at the time the transaction is requested. The Credit Union will initiate a verification process by sending a text message and/or calling back its member using a verifiable phone number (verifiable phone numbers are those provided to the Credit Union more than thirty days

prior to the request). As part of the verification, Credit Union may request the following: passwords and/or pins on Credit Union account(s); verifying certain account activity not reflected on the Member's statement; or information relating to other Credit Union loans/accounts.

The Credit Union takes no responsibility to verify the identity of the individual authorized to receive the call back other than verifying that the party's name corresponds to the party name on the member's application and it has verified information in one or more of the ways set forth above.

As part of the verification process, if the Credit Union is not satisfied, for any reason, that the transfer request was not authorized by the Member or authorized representative of Member, the Credit Union may elect to refuse the transfer request and shall not incur any liability whatsoever as a result thereof. Member acknowledges the security procedures set forth above are commercially reasonable. Member further agrees that Member shall prevent disclosure of any portion of the security procedures set forth within this Agreement. If Member believes the confidentiality of these security procedures has been compromised, Member is obligated to immediately notify the Credit Union of such occurrence.

Member agrees that any transfer requests received by the Credit Union are effective as the transfer request of member, whether or not authorized, if the Credit Union accepted the transfer request in compliance with the above security procedures.

**Cut-Off and Cancellation.** Transfer requests must be given to the Credit Union within the time set forth in the cut-off hours established by the Credit Union from time-to-time. Transfer requests received by the Credit Union after established cut-off hours may be treated as received on the following business day. The Credit Union is not required to cancel or amend a payment order after it has been received by the Credit Union; however, it may make reasonable efforts to act on the Member's request before the Credit Union executes the payment order. Notwithstanding the above, Credit Union **shall have no liability** if such cancellation or amendment is not effected for any reason.

Credit Union has no obligation to accept/execute any transfer request. In the event of a rejection, the Credit Union will notify Member, via telephone, notice of this rejection, or if the Credit Union is unable to reach Member by telephone, the Credit Union will notify Member of the rejection in writing.

**Transfer Process.** Member agrees and understands that the payment of a transfer request may be made by the Credit Union or any other financial institution used to carry out the transfer request on the basis of an identifying number or account number provided by Member for the beneficiary, even if the number identifies a party different from the named beneficiary. Member also agrees and understands that Credit Union or any other financial institution used to carry out the transfer request, might rely on the identifying number of intermediary or beneficiary's financial institution provided by the Member as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one named. Credit Union and any other financial institution shall not be responsible for determining whether the beneficiary's name and account numbers Member has provided to institute a wire transfer are accurate to the same financial institution. Member is still liable to the Credit Union for the amount of the transfer request even if payment of the transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying number or account number provided by Member or if payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number provided by Member.

Member agrees to examine any statement or confirmation sent by the Credit Union and notify the Credit Union discrepancies or errors within fourteen (14) days. In the event Member fails to notify the Credit Union of any discrepancies/errors within this time frame, Member agrees that Credit Union shall not be liable to pay interest or reimburse Member for any discrepancy or error with respect to a transfer request described in the statement or confirmation.

**Amendment/Termination.** The Credit Union reserves the right to amend this Agreement at any time which will be effective immediately upon Member's receipt of a notification of such change or, at a later date, if so specified within the notification. Member may amend information provided to the Credit Union at any time by completing a new agreement. Member may not amend other portions of their Agreement without the Credit Union's prior written consent. Member agrees that Member may not assign the Agreement to any other party.

The Credit Union or Member may terminate this Agreement at any time by giving written notice to the other party, however, the Agreement shall remain in effect until receipt of the written notice of termination by the other party and that party has been afforded a reasonable opportunity to act on the termination notice.

**Fees.** The Credit Union will charge Member a fee for each wire transfer order in accordance with Credit Union's Fee Schedule. In the event the wire transfer is returned for any reason, including but not limited to Credit Union being provided incorrect wire information, Credit Union will re-execute the payment order, at Member's direction, for an additional fee. Credit Union disclaims any warranty concerning fees charged by other financial institutions relating to Member's payment orders.

**Impossibility of Performance.** The Credit Union will not be liable for its failure to comply with the terms of this Wire Transfer Agreement caused by legal constraint, interruption or failure of transmission and/or communication facilities, war, emergency, labor dispute, acts of nature or other circumstances beyond the control of the Credit Union.

**Indemnification.** Member agrees that Member shall be liable to the Credit Union and shall indemnify and hold the Credit Union and its affiliates and its respective officers, directors, employees and agents harmless from and against all claims, causes of action, damages, expenses (including attorneys' fees), liabilities and other losses arising out of and resulting from any acts or omissions of Member or from the provisions of invalid or inaccurate information by Member, or by other parties acting on behalf of Member's behalf.

**Limitation of Liability.** Member recognizes and agrees that Members 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 Member shall rest entirely upon the Member. Member agrees that the Credit Union will only be liable for performing the wire transfer services set forth in this Agreement and will not be liable for delays or mistakes, provided it acts in good faith and with reasonable care. Member agrees that the Credit Union will not be liable for acts or omissions by the Member or other persons or entities, including but not limited to, any fund transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which will be deemed the Credit Union's agent. Member agrees that the Credit Union shall not be liable or responsible for any delay or failure to transfer any funds requested due to rules, regulations or policies of the Federal Reserve Board that limit, in aggregate, the amount of funds the Credit Union can transfer during any business day.

Member agrees that the Credit Union is not liable for any transactions performed by anyone the member may have given the username and password to, even if they are not an authorized signer on the account.

Member warrants the transfer request complies with all applicable laws. If, at its own discretion, Credit Union determines that a transfer request violates or may violate applicable law it may stop the transfer with no liability to Member.

Member agrees that Credit Union shall not be liable for attorneys' fees, or special, consequential, punitive or indirect losses or damage incurred by Member in connection with the services offered by Credit Union which are subject to this agreement, regardless of whether Credit Union knew or should have known such losses or damages might be incurred, unless otherwise provided by law or regulation.

**Choice of Law.** This agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B (including the appendices to the extent that the wire transfer request is carried out through Fed Wire.) Terms used but not defined in this Agreement shall have the meaning as defined in Uniform Commercial Code Article 4A as adopted by the State of Ohio. This Agreement is also subject to all applicable operating circulars of the Federal Reserve Bank of Cleveland and any other applicable provision of federal or state law. To the extent that Regulation J does not apply, this Agreement shall be governed by the internal laws of the State of Ohio.

## **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 (if applicable) 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.

## **BUSINESS BANKING ACH ORIGATION TERMS AND CONDITIONS** **ODFI/ORIGINATOR**

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").

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, if applicable.

**Transmittal of Entries by Member.** Member shall transmit all entries via the Credit Union's website through the Credit Union's Business Banking Program. Administrator and Subordinate Users (if applicable) shall transmit credit and debit Entries via the Credit Union's website. Member's Administrator may also set dollar limits on ACH transfer amount for Member users per account.

Member shall transmit Corporate Credit or Debit (CCD) and Prearranged Payment and Deposit (PPD) Entries to the Credit Union in compliance with the formatting and other requirements set forth within this Agreement and/or on the Credit Union's website. Credit Union agrees that its ability to originate Entries under this Agreement is subject to exposure limits set in accordance with the NACHA Operating Rules "the Rules" and set forth with any limits attached hereto.

**Security Procedures.** Member agrees to comply with the security procedures and requirements described in the Business Banking Agreement and such other security procedures as disclosed on the Credit Union's website (collectively the "Security Procedures"), with respect to Entries transmitted by Member user to the Credit Union. Member acknowledges that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedures for the detection of any such error have been agreed upon between the Credit Union and Member.

(b) Member is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized transmissions. Member warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security

Procedures and any passwords, codes, security devices and related instructions provided by the Credit Union in connection with its Security Procedures. If Member believes or suspects that any such information or instructions have been made known to or accessed by unauthorized persons, Member agrees to notify the Credit Union immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by the Credit Union prior to receipt of such notification and within a reasonable time period thereafter to prevent unauthorized transfers, and the Credit Union shall have no liability for such unauthorized transfers.

**Compliance With Security Procedures.** (a) If an Entry (or a request for cancellation or amendment of an Entry) received by the Credit Union purports to have been transmitted or authorized by a Member user, it will be deemed effective as Member's Entry (or request) and Member shall be obligated to pay the Credit Union the amount of such Entry even though the Entry (or request) was not authorized by Member, provided the Credit Union accepted the Entry in good faith and acted in compliance with the Security Procedures.

If signature comparison is to be used as a part of those security procedures, Credit Union shall be deemed to have complied with that part of such procedures if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Member (an "Authorized Representative") and, on the basis of such comparison, believes the signature of Member sending such file to be that of such authorized representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by the Credit Union was transmitted or authorized by Member, Member shall pay the Credit Union the amount of the Entry, whether or not the Credit Union complied with the Security Procedures with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if the Credit Union had complied with such procedures.

**Recording and Use of Communications.** Member and the Credit Union agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

### **Processing, Transmittal and Settlement by the Credit Union.**

(a) Except as provided in the Section titled "On-Us Entries", and the Section titled "Rejection of Entries," the Credit Union shall (i) process Entries received from Member that conform with the file specifications set forth in the Rules and the terms and conditions of this Agreement, (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

(b) The Credit Union shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator set forth in Schedule B attached hereto prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by the Credit Union's related cut-off time of 2:00 p.m. on a Business Day, (ii) the Effective Entry Date is at least one (1) day after such Business Day and (iii) the ACH Operator is open for business on such Business Day. For purposes of this Agreement, Entries shall be deemed received by the Credit Union when the transmission (and compliance with any related Security Procedures provided for herein) is completed.

(c) If any of the requirements of clause (i), (ii) or (iii) of the above subsection (b) is not met, the Credit Union shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following receipt.

**On-Us Entries.** Except as provided in the Section titled "Rejection of Entries," in the case of an Entry received for credit or debit to an account maintained with the Credit Union (an "On-Us Entry"), the Credit Union shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of the Section titled "Processing, Transmittal and Settlement by the Credit Union," are met. If either of those requirements is not met, the Credit Union shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

**Rejection of Entries.** The Credit Union may reject any Entry that does not comply with the requirements of the ACH Rules, the ACH Origination Terms and conditions or Security Procedures, or which contains an Effective Entry Date more than thirty (30) days after the Business Day such Entry is received by the Credit Union. The Credit Union may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. The Credit Union may reject any Entry if Member has failed to comply with its account balance obligations under the Section titled "The Account." The Credit Union may reject any entry if Member does not adhere to the Security Procedures. The Credit Union shall notify Member by phone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by the Credit Union to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. The Credit Union shall have no liability to Member by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

**Cancellation or Amendment By Member.** Member shall have no right to cancel or amend any Entry after its receipt by the Credit Union. However, if such request complies with the Security Procedures, the Credit Union shall use reasonable efforts to act on a request by Member for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting (or debiting) a Receiver's account, but shall have no liability if such cancellation is not effected. Member shall reimburse the Credit Union for any expenses, losses, or damages the Credit Union may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

**Notice of Returned Entries and Notifications of Change.** The Credit Union shall notify Member by phone or electronic transmission of the receipt of a returned entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Member in accordance with the requirements of the Section titled, "Transmittal of Entries By Member," the Credit Union shall have no obligation to retransmit a returned Entry to the ACH Operator if the Credit Union complied with the terms of this Agreement with respect to the original Entry. Member shall notify the Originator by phone or electronic transmission of receipt of each return entry no later than one (1) Business Day after the Business Day of receiving such notification from the ODFI.

The Credit Union shall provide Member all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by the Credit Union relating to Entries transmitted by Member. The Credit Union must provide such information to Member within two (2)

Business Days of receipt of each NOC or Corrected NOC Entry. Member shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Member's receipt of the NOC information from the Credit Union or prior to initiating another Entry to the Receiver's account, whichever is later.

**Payment by Member for Entries; Payment by ODFI for Entries.**

(a) Member shall pay the Credit Union the amount of each credit Entry transmitted by the Credit Union pursuant to this Agreement at such time on the date of transmittal by the Credit Union of such credit Entry as the Credit Union, in its discretion, may determine.

(b) Member shall promptly pay the Credit Union the amount of each debit Entry returned by an RDFI that was transmitted by the Credit Union pursuant to this Agreement.

(c) The Credit Union shall pay Member the amount of each debit Entry transmitted by the Credit Union pursuant to this Agreement at such time within two (2) Business Days of the Settlement Date with respect to such debit Entry as the Credit Union, in its discretion, may determine, and the amount of each On-Us Entry at such time within two (2) Business Days of the Effective Entry Date with respect to such Entry as the Credit Union, in its discretion, may determine.

(d) The Credit Union shall promptly pay Member the amount of each credit Entry returned by an RDFI that was transmitted by the Credit Union pursuant to this Agreement.

**The Account.** The Credit Union may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account or accounts of Member. Member shall at all times maintain a balance of available funds in an Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in such Account to cover Member's obligations under this Agreement, Member agrees that the Credit Union may debit any account maintained by Member with the Credit Union or any affiliate of the Credit Union or that the Credit Union may set off against any amount it owes to Member, in order to obtain payment of Member's obligations under this Agreement. Upon request of the Credit Union, Member agrees to promptly provide to the Credit Union such information pertaining to Member's financial condition as the Credit Union may reasonably request.

**Account Reconciliation.** Entries transmitted by the Credit Union or credited to a Receiver's account maintained with the Credit Union will be reflected on Member's periodic statement issued by the Credit Union. Member agrees to promptly inspect such statements and immediately notify Credit Union of any discrepancy or irregularity between its records and the Credit Union's statements. If Member fails to notify the Credit Union of a discrepancy or error within fourteen (14) days of receiving the periodic statement containing such information, Member agrees that the Credit Union is not liable to pay any interest with respect to such transfer. In the event Member fails to notify the Credit Union of a discrepancy or error within fourteen (14) days of receipt of such periodic statement, Member shall be precluded from any claim against the Credit Union.

**Member Representations And Agreements; Indemnity.** With respect to each and every Entry transmitted by Member, Members represents and warrants to Credit Union and agrees that (a) each person shown as the Receiver on an Entry received by Credit Union from Member has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (b) such authorization is operative at the time of transmittal or crediting or debiting by Credit Union as provided herein; (c) Entries

transmitted to Credit Union by Member are limited to those types of credit and debit Entries set forth in this Agreement, "Transmittal of Entries by Member;" (d) Member shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state or federal laws, regulations, or orders applicable to the providers of ACH payment services, and (e) Member shall be bound by and comply with the provision of the NACHA Operating Rule (Rules) (among other provisions of the Rules) making payment of an entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry. Member specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Member shall not be deemed to have paid the Receiver the amount of the entry. Member shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements.

**Credit Union Responsibilities; Liability; Limitations on Liability;**

**Indemnity.** (a) In the performance of the services required by this Agreement, the Credit Union shall be entitled to rely solely on the information, representations, and warranties provided by Member pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. The Credit Union shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. The Credit Union shall not be responsible for Member's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Member) or those of any other person, including without limitation any Federal Reserve Credit Union, ACH Operator or transmission or communications facility, any Receiver or RDFI including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed the Credit Union's agent. Member agrees to indemnify the Credit Union against any loss, liability or expense (including attorneys' fees and costs) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of Member or any other person described in this Section.

(b) The Credit Union shall be liable only for Member's actual damages due to claims arising solely from the Credit Union's obligations to Member with respect to Entries transmitted pursuant to this Agreement; in no event shall the Credit Union be liable for any consequential, special, incidental, punitive or indirect loss or damage which Member may incur or suffer in connection with this Agreement, its use of this service or its relationship with the Credit Union, whether or not the likelihood of such damages was known or contemplated by the Credit Union and regardless of the legal or equitable theory of liability that Member may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, 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's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Credit Union's reasonable judgment otherwise would violate any

provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, the Credit Union's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At the Credit Union's option, payment of such interest may be made by crediting the Account.

(e) To help keep You in compliance with the NACHA (National Automated Clearing House Association) Rules, the Credit Union will inform you of your responsibilities. The Credit Union will send updates as needed, on an annual basis. If You would like to obtain the NACHA Operating Rules and Guidelines CD each year, it can be purchased directly through EPCOR at [www.epcor.com](http://www.epcor.com) or by calling 1-800-500-0100.

**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 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.

**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.

**Payment for Services.** You shall pay Us the charges for the services provided in connection with this Agreement, as set forth in Schedule A and in Seven Seventeen Credit Union's Fee Schedule. All fees and services are subject to change at any time in accordance with the terms of the Business Banking Services Agreement and this ODFI Originator Agreement between You and Us. You agree that We can automatically debit these fees from your account and You will not be invoiced for these fees. You may request a breakdown of charges if you wish. Such charges do not include, and You shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Agreement.

**Audit.** The Credit Union shall be entitled, at its request, to audit the entries initiated by Member, together with all associated documentation and date, to confirm members compliance with the Rules and this Agreement.

**Amendments.** From time to time the Credit Union may amend any of the terms and conditions contained in this Agreement, including, without limitation, any cut-off time, any Business Day and any part of Schedules A and B attached hereto. Such amendments shall become effective upon receipt of notice by Member or such later date as may be stated in the Credit Union's notice to Member.

**Notices, Instructions, Etc.** (a) Except as otherwise expressly provided herein, the Credit Union shall not be required to act upon any notice or instruction received from Member or any other person, or to provide any notice or advice to Member or any other person with respect to any matter.

(b) All written notices provided by the parties under this Agreement shall be sent via electronic message, the U.S. mail or overnight courier to the address of Member as set forth in Credit Union's records or to Credit Union at its contact information as set forth in the Business Banking Services Agreement.

**Data Retention.** Member shall retain data on file adequate to permit remarking of Entries for sixty (60) days following the date of their transmittal by the Credit Union as provided herein, and shall provide such data to the Credit Union upon its request. Without limiting the generality of the foregoing provision, Member specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including without limitation Member's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

**Evidence of Authorization.** Member shall obtain consents and authorizations under the Rules and shall retain such consents and authorizations for two years after they expire.

**Tapes and Records.** All magnetic tapes, Entries, Security Procedures and related records used by the Credit Union for transactions contemplated by this Agreement shall be and remain the Credit Union's property. The Credit Union may, at its sole discretion, make available such information upon Member's request. Any expenses incurred by the

Credit Union in making such information available to Member shall be paid by Member.

**Cooperation in Loss Recovery Efforts.** In the event of any damages for which the Credit Union or Member may be liable to each other or to a third party pursuant to the services provided under this Agreement, the Credit Union and Member will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**Termination.** We reserve the right to terminate this Agreement and your access to the service at any time. You may terminate this service by providing written notice via email, regular mail or hand delivered notice at any time. If there is a joint account holder on your account who has access to this service, joint account holders must provide separate written notice. We will terminate your service upon receipt of written notice by you within five (5) business days of our receipt of your written instructions to cancel the service. Any outstanding fees incurred in connection with this service remain your responsibility following termination. Any termination of this Agreement shall not affect any of the Our rights and our obligations with respect to Entries initiated by You prior to such termination, or the payment obligations of you with respect to services performed by Us prior to termination, or any other obligations that survive termination of this Agreement.

**Controlling Law.** This Agreement shall be construed in accordance with Ohio 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 Ohio.

#### **GENERAL TERMS OF THE BUSINESS BANKING SERVICES AGREEMENT (INCLUDING WIRE TRANSFERS AND ACH TRANSACTIONS)**

**Change in Terms.** For any reason and at any time We may alter, change or otherwise create new policies concerning the terms of this Agreement. You will receive notice of changes in the manner that is required by law or under the terms of this Agreement. Unless otherwise provided by law, or unless no change is required, You will receive notice of changes within thirty (30) days of the effective date of the change. If You have elected to receive notices and disclosures electronically and to the extent permitted by law, We will supply you with such notices via email or alert You to the availability of such notices on our website. Continued use of our online banking service following the effective date of any changes to the terms of this Agreement indicates Your acceptance of any change in terms to the Agreement.

**Waivers.** No delay or omission by Us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against Us.

**Recording.** You agree that We may tape record any telephone conversations You have with Us regarding the services covered by this Agreement. However, We are not obligated to do so and may choose not to in Our sole discretion.

**Deactivation Due To Inactivity.** We reserve the right to terminate access to ACH and/or Wires if those services are unused for 90 consecutive days.

**Attorney Fees.** If We become involved in a legal action to defend or enforce this Agreement, You agree to pay Our reasonable attorney fees and court costs, to the extent not prohibited by law.

**Indemnification.** You or an individual performing transactions from your business account, agree to indemnify Us and hold Us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damage claimed by any third parties (including but not limited to any Member representative or other persons authorized to perform transactions) arising out of (a) any transactional or attempted transactional covered by this Agreement from Your business account or (b) Your breach of this Agreement.

**Governing Law.** Unless otherwise specifically provided in this Agreement, this Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

**Non-Assignment.** Member may not assign this Agreement or any of the rights or duties hereunder to any person without our prior written consent.

**Binding Agreement; Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Credit Union or Member hereunder.

**No Liability for Sites Linked to this One.** Unless We indicate to the contrary, any hyperlinks provided by other sites to our webpage are not controlled by us. Any use of hyperlinks from this site to sites not controlled by us is done at your own risk. Any links purporting to link this site are likewise done at your own risk. All content, products, opinions expressed or services offered, provided by those pages are the responsibility of their authors and are not endorsed, verified, or authorized by Us. We make no representations or warranties concerning these sites or their services. Descriptions of or links or references to our website do not imply our endorsement of any products, services, or other information.

**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.

**Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

#### **Company Administrator Authorization and Acceptance**

The Company hereby designates any/all authorized person(s) on the business account as an Administrator, as defined and described in the Business Banking General Terms and Conditions. The Administrator will be responsible for setting up authorization or terminating all other user access to the service, if applicable. The Administrator will have complete access for all services authorized for the company by the credit union. By submitting this application, the Administrator(s) understands and accepts the responsibilities associated with being an Administrator and agrees to comply with the terms of the Business Banking Agreement, including provisions for the company to replace the Administrator at will. By submitting this application, the Administrator(s) acknowledge that all Administrator(s) are at least eighteen (18) years of age, and has the authority to execute below in the capacity of Administrator and, accordingly, bind the Company in that capacity.

#### **AGREEMENT AND CERTIFICATION**

The authorized Administrator submitting this application certifies that such person is at least eighteen (18) years of age, and has the authority to bind the Company to the terms of the Business Banking Agreement or other similar documents. Each of such persons certifies that the information provided on this application is true and correct and authorizes Seven Seventeen Credit Union ("Credit Union") to obtain business and consumer credit bureau reports about the Company and such person in connection with increases and extensions of processing limits or the review of Company's processing limits. A Business Banking Agreement has been provided with respect to using the Business Banking Services. Each person applying for this service acknowledges reading such agreement, including provisions relating to potential liability. By submitting this application, the Member(s) personally agrees to the Terms and Conditions of the Application and Agreement and all of the obligations set forth therein.

## Schedule A: Fee Schedule

### Fees Specific to ACH and Wire Services through Small Business Payments/Business Banking<sup>1</sup>:

- **Monthly Service Fee:** None
- **ACH Pricing:**
  - **\$5 per month** if the business has a Free Business Checking Account, eStatements, and 10+ Business Debit Card transactions per month.
  - **\$15 per month** if the business does not meet the criteria stated above.
    - Note: The business must meet all three criteria each month to be charged \$5. The \$5 or \$15 payment will be automatically deducted from your Business Savings at the end of the month, depending on which criteria you meet.
- **Domestic Wires: \$15/wire**
- **International Wires: \$45/wire**

<sup>1</sup>Based on Credit Union approval. See Seven Seventeen Credit Union's Service Charge Schedule, as well as the Service Charge Schedule (Business) for all other fees.

**Schedule B  
Business Banking**

**Transmission Deadlines**

The Member will create and submit files through the Online Business Banking system by 2:00 p.m. EST each business day for files to be processed the same day. Business days don't include weekend and Federal holidays.

**Online Domestic and International Wire Transfer Deadline**

All wire transfers must be transmitted to the Credit Union no later than 2:00 p.m. EST 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 p.m. EST will be processed on the next business day. Business days do not include weekends and federal holidays.

**ACH Origination Deadline**

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

ACH Debits must be received by 2:00 p.m. EST no later than one (1) business day prior to the intended settlement date.

**Adjustments to Deadlines**

Transmission deadlines must be adjusted for Federal holidays occurring on deadline days.

**Observed Holidays:**

New Year's Day	Martin Luther King Jr. Day	Presidents Day	Memorial Day	Independence Day
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.