

## Online & Mobile Access

These Terms and Conditions and other applicable agreements as incorporated herein by reference (collectively, "Agreement") covers your use of WESTconsin Credit Union's Online Banking & Mobile Banking services branded as "WESTconsin Business Connect". WESTconsin Business Connect covers the use of both or either Online Banking Service or Mobile Banking Service.

In this Agreement, the words "you" and "your" means the Business, its authorized Business Administrators and/or Users of WESTconsin Business Connect. The word "service" means any service offered through WESTconsin Business Connect. The words "we," "us" and "our" mean WESTconsin Credit Union. The word "account" means any accounts you have with the Credit Union whether personal or business/organizational. The word "Mobile Banking" means account access by either our Mobile App or by our Mobile website or through a mobile device. By using WESTconsin Business Connect, you agree to all the terms and conditions in the Agreement. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject account with the Credit Union. All transactions done through WESTconsin Business Connect are also subject to the terms of the specific deposit or loan agreements and specific product disclosures/terms and conditions and or policy and current service fees schedules, which are incorporated herein by reference.

### Using WESTconsin Business Connect

You need a personal computer or mobile device and access to the Internet to use WESTconsin Business Connect. You are responsible for installation, maintenance and operation of any required software or hardware. We are not responsible or held liable for errors or failures involving but not limited to telephone or cable service, internet service, software or hardware issues. We are not responsible or held liable for any errors or failures from any malfunction of your computer, mobile device, software, or hardware, and we are not responsible for any computer virus or related problems that may be associated with your use of WESTconsin Business Connect. We cannot provide diagnostic or technical support for your software applications or hardware but at times we may provide browser or operating system setting recommendations which we are not responsible or held liable for use of them.

### Enrollment /Application Forms

To establish WESTconsin Business Connect, you must complete the WESTconsin Business Connect Enrollment Form ("Application") evidencing your desire to access your accounts using Online Banking & Mobile Banking and identifying the specific accounts that will be accessible ("the account(s)"). The specific services available to you are identified in your Application. Any requests for the addition and/or removal of WESTconsin Business Connect services or changes/updates/removal of Business Administrators must be submitted via the WESTconsin Business Connect Application. The Application and subsequent changes must be signed by the authorized signers or owners on ALL eligible accounts enrolled in the Services. **Your signature(s), whether by paper signature or electronically, on the Application and subsequent changes constitutes your agreement to the terms of this Agreement and acknowledges your receipt and understanding of these disclosures and all other Service Terms and Conditions.**

### WESTconsin Business Connect Charges

Fees and charges associated with WESTconsin Business Connect are disclosed in the Service Charges and Fees Schedule. Your use of WESTconsin Business Connect confirms you accept the terms and conditions of this Agreement along with any associated fees to the service of WESTconsin Business Connect and/or products offered within the service. Your continued use of WESTconsin Business Connect after changes have been made confirms you accept the terms and conditions of this Agreement as amended.

### Types of Transactions/Services

At this time, you may use WESTconsin Business Connect to (restrictions and fees may apply):

- Review account balances and transaction history up to 90 days; including accounts that have been pre-authorized for cross account access
- Review pending debit card and direct deposit transactions; available balance may not reflect pending transactions
- Transfer funds between your accounts and make loan payments, schedule one-time or recurring transfers
- Transfer funds to and from savings, checking, or loan accounts of other accounts that have been pre-authorized for cross account access
- View scanned copies of cleared checks
- View, save or print eDocuments (statements and notices including tax notices)
- Schedule bill payments
  - Set up eBills
  - Set up one time or recurring payments
  - Set up email reminders/notifications
  - Expedite Bill Payments
  - View Bill Payment history
  - View scanned copies of cleared checks
  - Create reports of Bill Payment activity
- Review WESTconsin Visa credit card balance, transactions and statement, make payments
  - Make a payment
  - Sign up for eStatements
  - File a dispute

- Set up account notifications for account balances, completed transfers, cleared checks, payment due/past due, etc.
- Export transactions as QuickBooks (.qbo), Quicken (.qfx), or Excel file (.csv)
- Update profile settings such as, phone number, email, username and password
- Originate and Approve ACH templates and payments (separate agreement available)
- Create Wire templates and payments (separate Agreement available)
- Utilize Positive Pay
- Set up and manage Business Users; entitlements
- Reorder checks
- Set up and manage Soft Tokens
- Access Tax Forms via EFTP website link
- Apply for a loan
- Access reloadable Visa Card portal
- Access Visa Gift Card portal

At this time, you may use *WEST*consin Business Connect Mobile Banking to (restrictions and fees may apply):

- Review account balances and transaction history up to ninety (90) days; including accounts that have been pre-authorized for cross account access
- Review pending debit card and direct deposit transactions; available balance may not reflect pending transactions
- Transfer funds between your accounts and make loan payments, schedule one-time or recurring transfers
- Transfer funds to and from savings, checking, or loan accounts of other accounts that have been pre-authorized for cross account access
- View scanned copies of cleared checks
- Enroll and manage Touch ID, Fingerprint ID & Face ID
- Submit checks for Mobile Deposit
- Access Bill Pay
- Review *WEST*consin Visa credit card balance
- Manage Business User access
- Approve ACH Origination templates and payments
- Approve Wire templates and payments
- Set up account notifications for account balances, completed transfers, cleared checks, payment due/past due, etc.
- Review *WEST*consin Visa credit card balance

#### **Other Services/Agreements**

The following services accessed through *WEST*consin Business Connect may have separate user agreements and/or terms and conditions: Bill Pay, eDocuments, *WEST*consin Visa Credit Card, Mobile Deposit, Touch ID, Face ID, Fingerprint ID, Positive Pay, ACH Origination and Wire Transfers. When accessing these services, you not only agree to the *WEST*consin Business Connect Terms & Conditions, but you also agree to the user agreements and/or terms and conditions of those specific services, which are incorporated herein by reference, whether incorporated now or at later date. Terms used but not specifically defined in the separate user agreements and or/terms and conditions shall have meaning(s) set forth in this Online & Mobile Banking Terms and Conditions. Your *WEST*consin Business Connect access may also be governed by other agreements between you and *WEST*consin Credit Union and by the Credit Union's regulatory rules and regulations, such as but not limited to the Business Membership and Account Agreement.

#### **Entitlements**

Primary and Secondary Business Administrators are specifically identified by you as authorized signer(s) on your accounts during the Application process. The Primary Business Administrator has full transactional authority of accounts in *WEST*consin Business Connect. Secondary Business Administrators initially have full transactional authority of accounts in *WEST*consin Business Connect. The Primary and Secondary Business Administrators have the ability to restrict the scope of a Secondary Business Administrators' access to each of your accounts, which is within the Business Administrators' full discretion. It is your responsibility to provide us updates on changes to the authorized signers and Business Administrators on your accounts, including the addition or removal of such authorized individuals via Business Connect. Business Administrators have the ability to add, change, or delete Business Users. Business Administrators further have the ability to restrict the scope of the Business Users' access to each of your accounts, which is within the Business Administrators' full discretion. Business Users do not have to be *WEST*consin Credit Union members. You and your Business Administrators assume all liability for any and all actions taken by a Business User.

It is suggested that usernames be changed when users access *WEST*consin Business Connect the first time.

Business Users are set up by the Business Administrators, not *WEST*consin Credit Union. Business Users entitlements, password resets, and account questions are managed by the Business Administrators.

In addition, you understand and agree that you are responsible for maintaining security measures that safeguard against the transmission of an unauthorized or inaccurate transaction by you or any Business Administrator or Business User from any computer or mobile device, or on your behalf. You agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or are related to failure on your end in taking precautions to safeguard against unauthorized access to your computer, mobile device or accounts.

## Soft Token

A Soft Token is a token that can be downloaded to either a computer or mobile device. A soft token is a type of two factor authentication security measure that may be used to authorize the creation of business users, ACH Origination, Wire templates and payments and approvals. WESTconsin Credit Union strongly suggests that VIP ACCESS tokens be enabled, however they are not required. You agree and assume all responsibility for any and all transactions performed utilizing a soft token, including any transactions made by Business Administrators and Users.

## Limitations of Transfers and Payments

When you request a transfer between accounts or make a payment, you authorize WESTconsin Credit Union to withdraw the necessary funds from your designated account. You agree that you will instruct WESTconsin Credit Union to make a withdrawal only when a sufficient balance is available in your account at the time of withdrawal. If you do not have a sufficient balance WESTconsin Credit Union may either complete the transfer or payment - creating an overdraft - or refuse to complete the transfer or payment. In either case, WESTconsin Credit Union reserves the right to impose a non-sufficient funds (NSF) fee.

## Transfer from Money Market and/or Savings Accounts

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including transfers you request through WESTconsin Business Connect- on Money Market Investment and Savings Accounts. You are limited to six preauthorized electronic funds transfers, telephone transfers, or point-of-sale transactions per statement period. **Each transfer or payment you request through WESTconsin Business Connect from your Money Market Investment Account or Savings Account is counted as one of the six limited transfers you are permitted each statement period.**

## Cancelling Transfers or Loan Payments

**In order to cancel future dated transfers between accounts or loan payments, you must login to WESTconsin Business Connect and delete the transfer. You may cancel a future dated transfer between deposit accounts or a loan payment; however WESTconsin Credit Union must receive your instructions to cancel the transfer or loan payment no later than the end of the business day before the date on which the transfer or loan payment is scheduled to be made. WESTconsin Credit Union will not be liable for any cancelations attempted after the end of the business day before the date on which the transfer or loan payment is scheduled to be made, which results in nonpayment or insufficient funds to your account. Member Liability**

You are responsible for maintaining the confidentiality of your username and password. You understand and agree that you are responsible for all transactions incurred using your username and password.

## Security

You will be required to enter your username, password, and a one-time verification code to access your account. Multifactor authentication (username, password, one-time verification code) helps protect you against identity theft or online fraud. Using your password has the same effect as your signature authorizing any and all transactions processed through WESTconsin Business Connect. Upon first access you may be asked to provide validation information, including your email address, phone number, name, address, mother's maiden name, tax id and social security number, and will be required to receive a one-time verification code by either phone call or text message, or email (email one-time verification is limited and does not constitute a primary delivery method. This method will be monitored and granted on case by case circumstances). After receiving the one-time verification code you'll be asked to enroll your computer or mobile device. Only complete this step if it is a personal or trusted computer or mobile device. We do not suggest enrolling public or untrusted computers or mobile devices. Once the computer or mobile device is enrolled, you'll be able to access the computer or mobile device without obtaining another one-time verification code as long as secure cookies are still in place. If you sign on to a computer or mobile device that is not enrolled, you will be asked to validate your identity by receiving the one-time verification code each time.

Forgotten password or username can be reset/recovered by utilizing the "forgot password" and "forgot username" features through our website from a personal computer or through our Mobile App by navigating to our desktop version on our website.

There is a session timeout of 10 minutes when logged into WESTconsin Business Connect from a PC and 5 minutes when logged into Mobile Banking.

## Username/Temporary Password

WESTconsin Credit Union will issue a username and a temporary password for Business Administrators once the business account is set up by WESTconsin Credit Union in the WESTconsin Business Connect platform. The Business Administrators will receive two separate emails. One email will include a username. One email will include a temporary password. During the initial login, Business Administrators and Business Users will be required to change their password. If you do not receive your two separate emails including your username and temporary password, please contact WESTconsin Credit Union.

The two emails referenced above will be generated automatically to Business Users after a Business Administrator creates the Business Users' profile to give them access to the Business Account through WESTconsin Business Connect. WESTconsin Credit Union does not assist Business Users with requests regarding the Business Account. Business Users will be referred to their Business Administrator to reset their passwords, unblock their account or any questions regarding the Business Accounts with WESTconsin Credit Union. Business Users who are authorized signers on the Business Account can make transactions and/or ask questions about the account and request assistance with account access. Authorized signers who are Business Users on the account would still have to refer to their Business Administrator to unblock their online access to the business account. You and your Business Administrators assume all liability for any and all actions taken by a Business User.

You agree that WESTconsin Credit Union is entitled to act upon instructions received through WESTconsin Business Connect under your password. However, you agree that you will not, under any circumstances, disclose your password by telephone or any other means to any person. You acknowledge that no person from WESTconsin Credit Union will ever ask for your password and that Bank employees do not need and should not ask for your password. You are liable for all transactions made by the authorized use of your password and agree that, if you give your password to

anyone, you do so at your own risk since anyone with your password will have access to your accounts. You may ask *WEST*consin Credit Union to disable your *WEST*consin Business Connect access during any business day.

### **Username and Password Requirements**

Your initial **USERNAME** for *WEST*consin Business Connect will be provided via an email generated to you by *WEST*consin Credit Union. You are encouraged to change your USERNAME on your first login. USERNAME requirements:

- 6-60 characters long
- Must contain at least 1 letter (cannot be all numbers)
- Can contain letters, numbers and the following special characters: @\$\*\_-=.!~
- Cannot contain any spaces
- Usernames do not expire

Your initial **PASSWORD** for *WEST*consin Business Connect will be provided via an additional email generated to you by *WEST*consin Credit Union. You will be required to change your PASSWORD on your first login. PASSWORD requirements:

- 6-32 characters long
- Case sensitive
- Must contain characters from at least two of the following three categories – letters, numbers and any special character
- Cannot contain any spaces
- Cannot be the same as or a substring of the username
- Reset Password expires after 7 days, Business Administrator or Business User is required to change it

You will be prompted to update your password upon initial login. You understand and agree that you are responsible for safeguarding your username and password and that you are responsible for all transfers or transactions performed, whether authorized or unauthorized with your username and password. You agree to keep your username and password confidential and not disclose or make your username or password available to anyone who is not an authorized user on your account. If you permit other persons to access *WEST*consin Business Connect using your username or password, you are responsible for any transfers or transactions they authorize. In addition, you understand and agree that you are responsible for maintaining security measures that safeguard against the transmission of an unauthorized or inaccurate transaction by you, from your computer or mobile device, or on your behalf. You understand and agree that you are solely responsible for ensuring that your personal computer and/or mobile device is protected by anti-virus, anti-malware and anti-spyware software. You understand and agree that you are solely responsible for being up to date on the risks of downloading data received by way of email, pop-up messaging and/or the internet.

You and each authorized signer agree to the following best practices: never leave the computer or mobile device you are using to access *WEST*consin Business Connect unattended, never leave your account information displayed where it can be viewed by others, always exit the system by logging out when not in use, and notify *WEST*consin Credit Union at once if you suspect unauthorized access.

### **Touch ID/Fingerprint ID/Face ID**

Touch ID, Fingerprint ID or Face ID allows you to use biometrics to access your mobile device instead of your username and password. Your username and password will not be stored on a mobile device that you've enabled Touch ID, Fingerprint ID or Face ID. However, by enabling Touch ID, Fingerprint ID or Face ID on a specific device, every person with enrolled biometrics on that device will have access to your *WEST*consin Business Connect account. We suggest reviewing the enrolled biometrics to make sure that each person is authorized to access the personal and financial information available in this app. Biometrics are only stored on your device and *WEST*consin's Business Connect app does not see or store your biometric information during the authentication process. You are responsible for safeguarding your mobile device. The use of Touch ID, Fingerprint ID and Face ID signifies you acknowledge these terms have been accepted by one or more of the persons who established the subject account with us. You further agree that the use of Touch ID, Fingerprint ID or Face ID on a mobile device has the same effect as your signature authorizing transactions. You are responsible for all transfers and/or transactions performed with biometrics and agree not to hold *WEST*consin Credit Union liable for any errors. If you are not comfortable with these terms, we suggest you not enable biometrics and resort to using your username and password to gain access to your account through your mobile device. If your mobile device doesn't recognize your biometric information, you can sign in using your standard login credentials (i.e. username, password). You can enable or disable biometric login anytime within *WEST*consin Business Connect.

### **Liability for Unauthorized Access**

You are responsible for all transactions you authorize. If you permit someone else to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. Notify us at once if you believe your password has been lost or stolen, or an unauthorized person has obtained your account without your permission. An immediate hold can be placed on your account blocking online and mobile access. Telephoning is the best way of keeping your possible losses down. If you believe anyone has used your password or accessed your account through *WEST*consin Business Connect without your authorization, please contact us immediately, during business hours by calling (800) 924-0022.

*WEST*consin Credit Union is not liable for failure to make transfers:

- If you do not have adequate funds in your account to complete a transaction
- If your account is closed
- If the transaction amount exceeds your available line of credit limit
- If the funds in your account are subject to an administrative hold, legal process, or other claim
- If you have not provided accurate instructions
- If *WEST*consin Business Connect is not working properly
- If your computer or mobile device malfunctions

- Or any other circumstance occurs beyond WESTconsin's control

### **Termination of WESTconsin Business Connect**

We may terminate your use of WESTconsin Business Connect at any time without prior notification if you or an Authorized User of your account breaches this or any other agreement with us; or if we have reason to believe there has been unauthorized use of your account or password. You and any other party to your account can terminate your use of WESTconsin Business Connect and/or Mobile Banking by calling us or by completing the Business Connect Enrollment & Maintenance Form. However, termination of your Business Connect account will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

We also reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Your termination of WESTconsin Business Connect and/or Mobile Banking will automatically terminate any pending transfers or payments scheduled using the schedule transfer option. This does not include scheduled or pending bill payments. Examples of when WESTconsin Credit Union may cancel this Agreement and the use of WESTconsin Business Connect and/or Mobile Banking without prior notice include, but are not limited to the following:

- if you breach this or any other Agreement WESTconsin Credit Union may have with you;
- if WESTconsin Credit Union has reason to believe that there has been or may be an unauthorized use of your password or account(s);
- if there are conflicting claims as to the funds in any of your account(s);
- if you or any Business Administrators or Users on your account(s) partake in any financial abusive behavior with said accounts;
- if you request WESTconsin Credit Union to do so

### **System Availability**

You may access your account information through WESTconsin Business Connect 24 hours a day, 7 days a week, except during scheduled maintenance timeframes or in the event of service interruptions beyond the control of WESTconsin Credit Union. WESTconsin Credit Union will use reasonable efforts to provide or restore WESTconsin Business Connect in a prompt manner but makes no guarantee that WESTconsin Business Connect shall be without interruption, this includes your ability to access and process ACH and Wire transactions.

### **Electronic Funds Transfer Agreement and Disclosure**

Please see the Electronic Funds Transfer Agreement and Disclosure for information on WESTconsin Business Connect EFT services.

### **Account Information Disclosure**

Please see the Privacy Notice for account information disclosed.

### **WESTconsin Business Connect Terms & Conditions Amendments**

These terms and conditions and applicable Service Charges and Fees in the Fee Disclosure may be amended from time to time. In such event, the credit union shall notify you if the change will cause you greater cost or liability or if it will limit your access to WESTconsin Business Connect. Any use of WESTconsin Business Connect afterwards will constitute your agreement to such change(s). Further, WESTconsin Business Connect may from time to time revise or update the service and or related material which may render all such prior terms and conditions. The updated Terms & Conditions can be accessed online at any time, and WESTconsin Credit Union encourages periodic review of the online Terms & Conditions.

### **New or Discontinued Services**

We may, from time to time, provide new or additional WESTconsin Business Connect services, and all such services shall be subject to the terms of this Agreement, or as incorporated herein by reference. By using such services when they become available, you agree to be bound by any and all terms, conditions and rules we communicate to you concerning such services. In the event of any modifications to the existing or new services, you are responsible for making sure you understand how to use WESTconsin Business Connect as modified. Furthermore, we reserve the right to change or discontinue WESTconsin Business Connect at any time.

### **WESTconsin Business Connect Authorization**

Your use and continued use of WESTconsin Business Connect signifies that you have read and accepted all of the Terms and Conditions for this product. You understand that you are responsible for the security of your account(s); and WESTconsin Credit Union is not obligated to monitor activity through WESTconsin Business Connect. If an authorized user of yours uses your account, you agree to assume the entire risk of loss. You further assume the entire loss resulting from fraud or the unauthorized access of your account. You hereby release WESTconsin Credit Union from any claims you may have for loss arising out of the unauthorized use of your account. You further agree to indemnify and hold WESTconsin Credit Union harmless for any loss arising out of either the authorized or unauthorized use of your account.

### **Our Obligation to Make Transfers**

Notwithstanding any other provision in this Agreement, unless otherwise prohibited by law or based on our negligence, our sole responsibility for an error by us or our third party provider in transferring funds or otherwise arising from or relating to this Agreement will be to correct any errors, but in no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to business online banking service or ours or your performance hereunder.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from your use of WESTconsin Business Connect or your breach of any of your obligations under this Agreement, including but not limited to authorized and unauthorized transactions, account access (Business Administrators and Users allowing others to use their usernames and passwords), and account reset as authorized by your Business Administrators. Your obligation to indemnify us shall survive termination of this Agreement.

### **Third Parties**

You understand that support and services relating to WESTconsin Business Connect are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, acts or omissions of any third-

party system operator including, but not limited to, inadequate or untimely service from such third parties, unauthorized access to theft, or destruction of your information or instructions.

## Bill Pay

The following Terms and Conditions apply to *WEST*consin Business Connect Bill Pay at *WEST*consin Credit Union. Your use of Bill Pay constitutes your agreement to these Terms and Conditions. Bill Pay allows you to make payments to a third party (payee) from your *WEST*consin Credit Union checking account using *WEST*consin Business Connect or the Mobile App through our Bill Pay provider, Fidelity National Information Services, Inc (“FIS”).

### Eligible Users

*WEST*consin Credit Union members with an eligible checking account can use Bill Pay.

### Registering for Bill Pay

Registration for Bill Pay is completed internally by *WEST*consin Credit Union. Business accounts requesting access to Bill Pay will need to complete the *WEST*consin Business Connect Enrollment & Maintenance Form. Registration is assessed on a per account basis and can range in the amount of time it takes to complete. An email notification will be sent welcoming you to Bill Pay. The email will be sent to the email address entered on the application at the time of Bill Pay request was received.

### Bill Pay Charges

Fees for Bill Pay are disclosed in the Service Charges and Fees Schedule.

### Scheduling Bill Payments

You authorize *WEST*consin Credit Union, and any third party acting on our behalf, to choose the most effective method to process your payment. Bill Payments are made either by mailing a paper check or by electronic transaction methods including Automated Clearing House (ACH) electronic transactions or FIS corporate credit card. The payment method used depends on whether our bill pay processor, FIS, has established an electronic payment relationship with the payee. Bill Payments can be a single item or may be scheduled as a recurring Bill Payment.

### Payees Receiving Bill Payments

The payee should receive your payment within three business days for an ACH payment or FIS corporate credit card and five business days for a paper check payment. If the item is a paper check, once the payee cashes the check a copy of the check will be available in your checking account history through *WEST*consin Online. If a payment is sent as a paper check and isn't cashed within 90 days, the check will be considered stale dated. Contact *WEST*consin Credit Union if you'd like to place a stop payment on the check. If the payee does not receive the check within 10 business days from the time it was processed, please contact *WEST*consin Credit Union at (800) 924-0022 during business hours or FIS at (800) 823-7555 to investigate further. If a payment is sent as an ACH payment or FIS corporate credit card and isn't applied within three business days, please contact the payee or *WEST*consin Credit Union at (800) 924-0022 during business hours to investigate further.

### Expedite Payments

A Bill Payment item may be expedited. A fee will be incurred to expedite a Bill Payment and the fee will post to your account within two business days as a separate transaction. The fee to expedite an electronic payment is \$5.00 per item; the fee to overnight a check payment is \$25.00 per item. Expedited payments cannot be scheduled on a non-business day or holiday, if attempted the delivery date will show the next business day. An expedited check cannot be delivered to a PO Box address.

### Payment Confirmation

You will receive a confirmation number for each Bill Payment made to an eligible payee. *WEST*consin Credit Union shall not be liable for any failure to make a payment; this includes any fees incurred should you not receive confirmation notice.

### Ineligible Bill Payments

Bill Payments can only be made in U.S. dollars and sent to a payee within the United States; payee addresses outside of the United States are ineligible. In addition, the following payments are strongly discouraged, but may be scheduled at your own risk: tax payments to the IRS or any state or government agency, court ordered payments such as (but not limited to) alimony or child support, and payments to insurance companies. Payments that have been deemed ineligible or list as discouraged above may not be automatically stopped by the Bill Pay system and may process by our Bill Pay vendor, FIS. If you chose to make these payments and they are processed, we may not notify you of their ineligibility or be liable if the payment is not posted by the payee. If a payment is processed, and the payee claims to not receive it we will assist in providing you proof of the payment, however FIS, or *WEST*consin will not be liable for any late charges or interest charges you may accrue. You will need to work directly with the payee to address any fees.

### Bill Payment Amount Limits

The maximum dollar amount of any single Bill Payment is \$9,999.99, regardless of how the payment is disbursed. The maximum dollar amount that can be sent out in one day is \$19,999.99, regardless of how the payment is disbursed. Two payments of the same amount may not be sent to the same payee within a 24-hour period, as the system sees this as a duplicate payment. Two payments of different amounts may be made to the same payee within a 24-hour period.

### Funds Deducted from Account

For payments processed as a check, funds will be withdrawn from the account when the payee cashes the check. Payments processed by checks are processed as drafts with your account MICR information. For payments processed as ACH or by FIS corporate credit card the funds will be withdrawn from the account on the payment deliver by date chosen by you.

## **Funding Accounts**

A funding account is a *WEST*consin checking account held in good standing that can be used to fund Bill Payments. Multiple funding accounts can be set up; however, only one funding account can be designated as a default funding account. To add additional funding accounts complete and submit the *WEST*consin Business Connect Enrollment and Maintenance Form. Bill Payments are typically debited from a checking account; however, we reserve the right to debit any of your checking or savings accounts in order to pay the bill payment item.

## **Bill Payments on Holidays and Weekends**

Single Bill Payments are processed Monday through Friday until 3 p.m. CST except for Federal Reserve holidays. Payments can be edited or cancelled until 3 p.m. CST. Recurring payments can only be set up to process on weekdays, Monday through Friday. If a recurring payment ends up on a non-weekday or holiday, it will be processed on the previous business day. You should consider this when determining whether there are sufficient funds in your funding account for all Bill Payments to avoid non-sufficient funds payments.

## **Non-Sufficient Fund (NSF) Payments**

FIS will attempt to send payments to the payee on the delivery by date you select whether or not your account has sufficient funds to cover the payment. If your account does not have sufficient funds when the payment attempts to clear, a \$30.00 overdraft charge will be assessed to your account per each attempt. FIS may attempt to debit your account up to three times for payments sent electronically by ACH or FIS corporate credit card.

In the event of an NSF item processed as an ACH or by FIS corporate credit card, your Bill Pay account may be blocked and suspended until the NSF condition is resolved directly with FIS. FIS will notify you of the blocked status at the email address you provide during the Bill Pay registration. During the block or suspended status, you will be able to view your eBills and cancel any pending payments; however, you will not be allowed to schedule any new payments. Any single and automatic payments scheduled for delivery during the blocked/suspended timeframe will be cancelled and will not retry. Any future dated automatic payments will process after the block is lifted. Bill Pay may continue to be blocked for three (3) business days after you have resolved or paid the outstanding item(s). If the bill payment was returned for any other reason than an NSF, Bill Pay reinstatements may be delayed. In some circumstances if FIS has a "reversible" relationship with the payee, FIS will only attempt to debit your account two times, if both attempts result in NSF return then FIS will work directly with the payee to have the funds returned. You assume all responsibility to satisfy the payee. If the attempts to collect on any item initiated through Bill Pay are unsuccessful an internal collection status will be opened and handled by FIS; this may result in your account being debited by *WEST*consin Credit Union to recover the loss of payment. To resolve a collection status contact FIS at (800) 873-5869.

In the event of an NSF item processed as a check, your Bill Pay account may be blocked and suspended until the NSF condition is resolved directly with *WEST*consin Credit Union. *WEST*consin Credit Union may notify you of the NSF by sending a non-sufficient funds notice either electronically or by mail. During the blocked or suspended status, you will be able to view your eBills and cancel any pending payments; however, you will not be allowed to schedule any new payments. Any single and automatic payments scheduled for delivery during the blocked/suspended timeframe may be cancelled and will not retry. Any future dated automatic payments will process after the block is lifted. Bill Pay may continue to be blocked for three (3) business days after you have resolved or paid the outstanding item(s). If the bill payment was returned for any other reason than an NSF, Bill Payment reinstatement may be delayed. If the attempt to collect on any item incited through Bill Pay is unsuccessful you assume all responsibility to satisfy the payee.

In addition to other limitations on liability set forth in this Terms & Conditions, you agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgements, liabilities, costs and expenses, and attorney's fees arising out of or resulting from your use of Bill Pay or your breach of any of your obligations under this Terms & Conditions, including but not limited to the following:

- You have insufficient funds in your account
- FIS or a third-party processor errors in processing an ACH or errors in blocking/suspending your account following an error in processing an ACH item
- The estimated time allowed for payment delivery to the payee is inaccurate
- You provide incomplete or incorrect payee information
- There are mail delivery delays
- There are changes to the payee's address or account number information
- A payee fails to process the payment in a timely manner
- Your Bill Pay services has been blocked or discontinued
- Or any other circumstance occurs beyond the Credit Union's control

Your obligation to indemnify us shall survive termination of this Terms & Conditions.

## **Collections**

If FIS or *WEST*consin attempts to collect on any item incited through Bill Pay and is unsuccessful for any reason, including but not limited to: closed account, invalid funding account, stop payment then an internal collection status will be opened and handled by FIS; this may result in your account being debited by *WEST*consin Credit Union to recover the loss of payment. To resolve a collection status contact FIS directly at (800) 873-5869

## **Notifications**

You can manage Bill Pay email notifications through *WEST*consin Business Connect by accessing Bill Pay > More > Alert Preferences. To update your email address for Bill Pay please contact *WEST*consin Credit Union at (800) 924-0022 during business hours. Notifications may also be sent on our behalf by our bill payment processor, FIS. Notifications may include but are not limited to biller added, biller edited, eBills received, payments due, eBill not received, payments made, payments cancelled, payments rejected, funding account blocked, expedited payment complete, etc.

### **Accessing Overdraft Sources**

The overdraft sources currently set up on your checking account (transfers from a savings account or line-of-credit loan, etc.) will be accessed the same through Bill Pay.

### **Errors in Bill Payments**

If you make an error entering the payee information, you are responsible for any fees that may incur because of this error. FIS covers any late payment related charge up to \$50.00 should a payment arrive after its delivery date, as long as you schedule the payment in accordance with FIS' on time payment guarantee. This guarantee pertains to ACH payments only.

### **Stop Payments**

You may edit or delete a scheduled payment any time before the Bill Pay cut off time of 3 p.m. CT. Contact *WEST*consin Credit Union at (800) 924-0022 during business hours if you want to issue a stop payment on an uncashed paper check after the process date. Your account will be assessed a stop payment charge of \$30.00 per item. Stop payments are not allowed on Bill Payments made electronically through ACH or by FIS corporate credit card. For ACH or FIS corporate credit card payments sent in error, please contact the payee for resolution.

### **Photocopies**

Once the Bill Payment check has been cashed by the payee you can view a copy of the item at no cost by accessing your checking account history through *WEST*consin Business Connect using a laptop, PC or the Business Connect Mobile App. Copies are available for approximately 90 days; front and back of the images can be saved or printed. You may also request a photocopy of a cashed paper check by contacting *WEST*consin Credit Union at (800) 924-0022 during business hours; fees may apply. You may request a proof of ACH or FIS corporate credit card payment by contacting FIS at (800) 823-7555 or *WEST*consin Credit Union at (800) 924-0022; fees may apply. Your account will be assessed a photocopy charge of \$3.00 per item, but please note the charge(s) may not be applied until the following month.

### **eBills**

You may set up eBills, which are an electronic copy of your billing statement, with payees who offer the service. When setting up an eBill you'll be asked to complete information based on your account with the payee, some of which may include, but is not limited to billing cycle, UserID, Password, test questions or verification codes. If you have issues completing this, you will need to contact the payee and set up online access through their website first and then try setting up your eBill through *WEST*consin Online. Once successfully registered for eBills, you'll begin receiving an electronic copy of your billing statement through the Bill Pay system. You will have the option to set up a payment rule based on the arrival of the eBill, which may include, but not be limited to: make minimum payment, pay balance in full, pay set dollar amount or create your own payment rule. You can stop receiving eBills at any time by logging into *WEST*consin Business Connect and managing your eBill. You can also view previous eBills. *WEST*consin Credit Union will not be held liable for payee changes such as processing eBill changes, billing statement cycle changes, billing processor changes, accessing account changes, or any circumstances that occurs beyond the Credit Union's control. *WEST*consin Credit Union shall not be liable for any failure to make a payment, this includes any fees incurred. If *WEST*consin Credit Union is notified of changes with your eBill, a reasonable attempt will be made to notify you of the findings.

### **Canceling Bill Pay Service**

Contact *WEST*consin Credit Union to cancel your Bill Pay service.

### **Suspending Bill Pay Services**

With the help of our bill payment processor, FIS your bill pay account is monitored for suspicious activity 24/7. In the event of suspicious activity, your bill pay account and payments may be suspended. The suspension may last up to 48 business hours. During suspension, payments may not process or may be delayed in processing causing them to be delivered later than originally expected. FIS or *WEST*consin Credit Union may reach out to you directly to review suspicious activity.

### **Inactive Bill Pay Accounts**

If you do not use Bill Pay for three consecutive months, we reserve the right to cancel your service. You have the option of re-registering for Bill Pay at any time; account eligibility required.

### **Other Agreements**

Your Bill Pay account may also be governed by other agreements between you and *WEST*consin Credit Union and by the Credit Union's regulatory rules and regulations.

### **Bill Pay Terms & Conditions Amendments**

These Terms & Conditions and applicable Service Charges and Fees may be amended from time to time. In such event, *WEST*consin Credit Union shall notify you if the change will cause you greater cost or liability on if it will limit your access to Bill Pay. Any use of Bill Pay afterwards will constitute your agreement to such change(s) to the Terms & Conditions and Service Charges and Fees.

### **Bill Pay Authorization**

By authorizing us to make a payment, you authorize *WEST*consin Credit Union to deduct Bill Payments from your account. You understand that you are in full control and are responsible for the security of your account of which *WEST*consin Credit Union is not obligated to monitor any payments made through Bill Pay. If an authorized representative of yours uses your account to make Bill Payments, which are not yours, you assume the entire risk of loss. You further assume the entire risk of loss resulting from fraud or the unauthorized access of your account. You hereby release *WEST*consin Credit Union from any claims you may have for loss arising out of the unauthorized use of your account. You further agree to indemnify and hold *WEST*consin Credit Union harmless for any loss arising out of either the authorized use of your account outside of *WEST*consin Credit Union's negligence, if any.

You agree that your use of Bill Pay signifies that you have read and accepted all the terms and conditions for this product. You understand that while FIS suggests a payment may take three business days for an ACH or corporate card payment and five business days for a paper check to



process it can take longer and WESTconsin Credit Union is not liable for any service fees or late charges you incur from payees. You also understand that you are responsible for any loss or penalty that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

Your use of Bill Pay may be terminated at any time without prior notification if you or any authorized user breaches this agreement or if we have reason to believe there has been unauthorized use or suspicious activity.

## Mobile Deposit

The following Terms and Conditions apply to Mobile Deposit at WESTconsin Credit Union. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts remotely by scanning or capturing a picture of the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to the Mobile App you may apply for Mobile Deposit.

### Access Mobile Deposit

Download one of our free Android, iPhone, or iPad Mobile Apps through The App Store, Google Play or go to our website click on Account Access > Mobile Banking to get more information about our Mobile Apps.

### Charges for Using Mobile Deposit

Free. No charges for Mobile Deposit

### Limits

Limits may be established on the dollar amount and/or number of items or deposits. Default deposit limits for "retail" online banking are \$4,000 per item, \$8,000 per day and \$15,000 per rolling 30 days. For business accounts using WESTconsin Business Connect default deposit limits are \$10,000 per item, \$20,000 per day and \$90,000 per rolling 30 days. If a business account has been approved for "tier ii" limits for WESTconsin Business Connect, the deposit limits are \$50,000 per item, \$100,000 per day and \$250,000 per rolling 30 days. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit, or the service may be denied.

### Eligible items

You agree to scan, and deposit only checks. If an ineligible item is submitted through Mobile Deposit and is discovered, we may immediately and permanently deny the service. We may also deny the service on all existing and future accounts. You agree you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Stale dated checks, money orders, cashier's checks, US savings bonds, Travelers Cheques, convenience checks or other items we deem unacceptable for mobile deposit.

### Requirements

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "for mobile deposit". Checks that are made payable to a business, the endorsement must include the business name (printed or stamped) and the words "for mobile deposit". If a noted POA is signing in place of member, then the POA must sign both the member's name and the Power of Attorney's name and "for mobile deposit". If the check is properly endorsed and the check states, "check here if mobile deposit" and the box is checked, then the words "for mobile deposit" are not necessary.

### Receipt of Deposit

All images processed for deposit through Mobile Deposit will be treated under the Membership and Account Agreement and/or the Business Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement and/or the Business Membership and Account Agreement. When you successfully submit an image you can check the status of the image within the Mobile App. Status pending means the item is under review, accepted means the item will be processed, and rejected means the item was rejected and a reason will be provided. We shall not be deemed to have received the image for deposit until we have confirmed receipt through the Mobile App to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. We cannot re-process an image that has been deleted.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We may email you a notification of your rejected images, providing we have a current email address for you on file. It is your responsibility to make sure your email and other contact information is current.

### Original checks

After you receive confirmation that we have received an image, you must securely store the original check for at least 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10

calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

#### **Returned Deposits**

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. In any case of the above mentioned a service fee for the return deposit may be assessed to your account, see the Service Charges and Fee Schedule

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

#### **Your Warranties**

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### **Compliance with Law**

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

#### **Mobile Deposit Unavailability**

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our offices.

#### **Funds Availability**

Mobile Deposits confirmed as received before close of business will be credited to your account within two business days with the first \$2,000 of the daily total deposit available. Deposits confirmed received after close of business, on holidays, or days that are not considered business days will be credited to your account within two business days of the following business day.

Mobile Deposits on new accounts opened less than 30 days confirmed as received before close of business will be credited to your account within five business day with the first \$225 of the daily total deposit available. Deposits on new accounts opened less than 30 days confirmed received after close of business, on holidays, or days that are not considered business days will be credited to your account within five business days of the following business day. Some items during processing hours may qualify for automatic posting to your account resulting in funds made available sooner to you. Items that do not qualify for automatic posting can include but are not limited to: check deposit limits, duplicate submissions, invalid account number format, poor image quality, or dollar amount discrepancies.

For business accounts on WESTconsin Business Connect mobile deposit confirmed as received before close of business will be credited to your account up to \$45,000.00 with the deposit amount over \$45,000.00 deposited within two business days. Deposits confirmed received after close of business day, on holidays or day that are not considered business days will be credited to your account within two business days of the following business day.

All accounts may be subjected to extended holds if we deem necessary.

#### **Mobile Deposit Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable

judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

#### **Your Responsibility**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, ineligible incorrect or otherwise improper or unusable images to us.

#### **Financial Information**

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

WESTconsin Credit Union  
C/O Electronic Services Department  
PO Box 160  
Menomonie, WI 54751  
(800) 924-0022

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, and retain all rights, title and interests in and to the Services, Software and Development made available to you.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight and Vertifi and their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement. **DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.**

**LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.**

### **Check Positive Pay**

Positive Pay is a feature available through WESTconsin Business Connect only that aids in the identifications of potential fraudulent checks presented against your business account(s). Positive Pay also allows you to reconcile your checks. Initial permission to Positive Pay is granted to the Business Administrator(s) (reference Entitlements section). The Business Administrator(s) may then authorize and set access levels for your Business Users' access to Positive Pay. Users of Positive Pay can update Positive Pay with checks written against the business account. Bill pay checks are entered automatically, if using these services at the same time. Business Administrators and Business Users must enter for each check the check number, the payee, the check date, the amount, and whether the check is void or not. Users must enter such information for each before it clears the account. If you, your Administrators, or your Users fail to enter the check information by 10:00 am Central Time, WESTconsin Credit Union will pay all items that attempt to clear and notify you via email to review each item as the system will not recognize it as a legitimate item and deem it an exception.

#### **Payment of Presented Items and Reporting of Exception Items**

WESTconsin Credit Union will compare the check number and amount on each check received against each check entered by your Business Administrators and Users. On each banking business day, we will pay and charge to the authorized account all checks received, regardless of those entered in Positive Pay or not. A list of exceptions will be presented from us to you through Business Connect on each business day, no later than 6:00 a.m.CT. In addition, Business Administrators and Business Users that have enabled email notifications for Positive Pay will receive and email daily with the number of exceptions to review sent to the email on file. Exceptions are checks that do not exactly match the information provided by you. These exceptions will need to be reviewed by you daily and accepted or declined by the 10:00 a.m. Central cutoff time (Monday-Friday when WESTconsin Credit Union is open for business). Exception reasons include:

- Stale date (180 days)
- Duplicate check number
- Check entry not found

- Amount mismatch
- Voided check

Items selected to be returned by you through Business Connect will be reviewed by *WESTconsin* Credit Union and, if approved to be returned based on the return reason and notes submitted by you, credited back to your account within 2-3 business days. Return reasons available through Business Connect include:

- Amount mismatch
- Duplicate check number
- Voided check
- Stop payment
- Check entry not found
- Stale date
- Endorsement missing
- Post dated
- Irregular endorsement/signatures
- Forgery

Exception items not reviewed by 10:00 a.m. Central Time will be accepted and remain paid by default.

#### **Reliance**

We are relying upon the accuracy and validity of all check data entries provided by you to us. We are not responsible for detecting any errors contained in any data provided by you, and we shall not be liable for any costs or damages incurred by you or any other person in connection with any unauthorized checks or exception item or exception decision made by you or by us based on your actions or inactions. You are responsible for providing accurate information in connection with all Positive Pay activities.

#### **Items Not Covered**

This Agreement is not applicable to any check with *WESTconsin* Credit Union that has already been cashed, negotiated or paid or which *WESTconsin* Credit Union is already committed to honor or pay under applicable laws, regulations or rules governing such items. Checks will clear before an exception can be made for the Business to review through their Positive Pay Exception tab. All checks are cleared before they are returned, if returned by Business Administrators or Users through Positive Pay.

#### **Other Terms**

Upon notice to the Business, *WESTconsin* Credit Union may suspend or terminate your use of Positive Pay, without cause. *WESTconsin* Credit Union may suspend or terminate Positive Pay without prior notice to the Business upon the Business's breach of any agreement with *WESTconsin* Credit Union; any willful misconduct by the Business; or a breach in the security of the services or unauthorized activity involving your Business Account.

#### **Limitation on Liability**

*WESTconsin* Credit Union's liability is limited in accordance with this Agreement and the Business Membership and Account Agreement as well as any other binding Agreement that reflects regulations and terms and conditions with respect to liability and indemnification. *WESTconsin* Credit Union will not be liable for any late fees, damages or consequences of any sort resulting from the returning of an exception item. You accept all responsibility for any actions resulting from *WESTconsin* Credit Union returning an exception item at the direction of the Business.

## **Wire Transfers**

The following Terms and Conditions apply to *WESTconsin* Business Connect ("Business Connect") wire transfer requests at *WESTconsin* Credit Union. Your initiation of wire transfer requests constitutes your agreement to these Terms and Conditions, as well as to the Business Account – Wire Transfer Agreement. Capitalized terms within this "Wire Transfers" section not defined herein are as defined in the Business Account - Wire Transfer Agreement. Wire transfers allow the transfer of funds from your account(s) at *WESTconsin* to a recipient's account at another financial institution, with the final destination financial being located within the United States. To initiate an international wire transfer you will need to make the request in-person at an office or orally via phone.

#### **Eligible Users**

*WESTconsin* Credit Union business members with a signed Business Account – Wire Transfer Agreement on file are allowed to initiate Wire Transfers through Business Connect. Business Connect Administrator(s) will designate and manage each individual Business User's permissions level in regard to access and dollar limits.

#### **Charges for Using Wire Transfers**

Refer to current Service Charges and Fee Schedule for fees charged to initiate Wire Transfers via Business Connect.

#### **Transfer Requests**

Transfer requests shall be transmitted to *WESTconsin* Credit Union in compliance with the format requirements and cut-off hours established from time to time. *WESTconsin* Credit Union is not responsible for the accuracy of a routing number supplied either verbally or in writing to you and contained in your transfer request, even if validated through Business Connect. We are relying upon the accuracy and validity of all check data entries provided by you to us. We are not responsible for detecting any errors contained in any data provided by you, and we shall not be liable for any costs or damages incurred by you or any other person in connection with any unauthorized Wire Transfer requests. You are responsible for providing accurate information in connection with all Wire Transfer activities. Transfer requests received after established cut-off hours may be treated as received on the following banking day.

### **Wire Templates**

Wire Templates are created in Business Connect by Business Administrators and Business Users. WESTconsin does not have access to view saved templates or saved information in Business Connect. If you make an in-person or oral wire transfer request, you need to provide full information to WESTconsin to ensure accuracy.

### **Security Procedure**

You agree the following security procedures are a commercially reasonable method of providing security against unauthorized Payment Orders:

- Business Connect Users shall issue Wire Transfer requests to Credit Union, and
- For non-repetitive Wire Transfers, WESTconsin Credit Union will call back an Authorized Person to confirm requests in an amount one.) greater than \$10,000.00 or two.) as otherwise established by the Credit Union based upon standard industry practices. Business Connect Administrator will be required to set up a Wire Transfer Security Code to be used when the Wire Request warrants further verification of the validity of the Wire Transfer request.  
For Wire Transfer requests that exceed the maximum dollar amount allowed for Business Connect, Authorized Person/Business Connect Administrator will need to initiate Wire Transfer request orally via phone or in-person at an office.

## **Automated Clearing House (ACH) Origination**

ACH Origination is the ability to initiate debit and credit entries within the United States to accounts at any financial institution by means of WESTconsin Business Connect and the Automated Clearing House ("ACH") Network. Refer to WESTconsin Business Connect – ACH Origination Agreement for the complete listing of Terms & Conditions.

## **eDocuments**

In this agreement, the word "eDocuments" is the branded word used to describe the following documents that are delivered electronically once these terms are accepted: membership account statements, mortgage statements, account notices, yearly tax forms, escrow analysis and any other documents offered including marketing pieces. By accepting these terms, you agree to receive and review your periodic account statements, mortgage statements, account notices, yearly tax forms escrow analysis and other documents through WESTconsin Online, our Mobile App or Business Connect using our eDocument services from this point forward. Your eDocuments may include a membership account statement also referred to as an eStatement that includes periodic account and transaction activity for your deposit and loan accounts. Your eDocuments may also include account notices also referred to as eNotices for insufficient funds, certificate maturity notices, late loan notices and other similar account notices. Yearly tax forms for dividends earned and mortgage interest paid are also included with eDocuments. We may also electronically delivery disclosures, newsletters, or marketing inserts among other documents.

We will send you an email whenever you have an eDocument available for review. You must keep your email address updated by accessing WESTconsin Online or our Mobile App or Business Connect > My Settings. The device in which you attempt to access your eDocument will need a PDF reader like Adobe Acrobat Reader software to read such eDocuments. Adobe Acrobat Reader can be downloaded at no charge from the link provided in the eDocuments FAQs. eDocuments are retained for a 36-month period. If the device, you are using has sufficient memory you also have the option to download or print the documents for your future reference. Should the hardware and software requirements to access your eDocuments change, WESTconsin will notify you of these changes along with your option to withdraw consent for accessing eDocuments.

You have the right to request and receive your eDocuments in paper form. To request paper copies, please contact our Service Center at (800) 924-0022. Paper copy requests may result in the account being charged a fee. Charges are in accordance with our Service Charges and Fee Scheduled found online or at any of our office locations. You may withdraw your consent to receive eDocuments at any time. To do this, login to eDocuments thru WESTconsin Online our Mobile App or Business Connect, access eDocuments > Settings or More. There are no penalties for choosing to withdraw your consent for eDocuments, however, check your account agreement(s) to see if any other restrictions or fees may apply to the terms of the account.

We reserve the right to amend or change these Terms and Conditions. We will provide you any notice or request for authorization as required by law or regulation. If no notice or request for authorization is required, your continued use of eDocuments services will constitute your agreement to such changes.

## **OTHER MISCELLANEOUS ITEMS**

### **Assignment.**

We may assign our rights and delegate our duties under this Agreement to any other party without your express consent.

### **Severability.**

If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

### **Governing Law.**

This Agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin and applicable federal laws.

### **Waiver.**

Waiver by us of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver of any subsequent breach by you.

**Headings.**

Headings to sections of this Agreement are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.

**WESTconsin Business Connect Agreement Signature Guidelines:**

<b>If the Business Entity is a:</b>	<b>Who must sign:*</b>
Corporation.....	any authorized officer listed
Limited Liability Company.....	all members, or any authorized signers
Partnership (General or Limited).....	any general partner
Limited Liability Partnership.....	the managing partner
Sole Proprietorship.....	the sole proprietor
Governmental entity (Public Depositor).....	the Treasurer

**\*Must be individual listed on Company resolution or Bylaws/Operating Agreements, as applicable, and WESTconsin Credit Union Business Account(s) as an authorized signer for all business accounts affiliated in the WESTconsin Business Connect Service.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers. By signing below, you acknowledge that you are authorized to execute and bind the Business to this Agreement and on behalf of the Business, you acknowledge you have reviewed and agree to the hardware, software and connectivity requirements for the Services as described in this Agreement, and agree to all Terms and Conditions for all Services provided in WESTconsin Credit Union’s Business Connect including, but not limited to Business Online Mobile Banking, Business Mobile Deposit, eDocuments, WESTconsin Visa Credit Card, Touch ID, Face ID, Fingerprint ID, Business Positive Pay, Business Bill Pay, ACH & Wire Transfers, and all other agreements, whether now or later incorporated herein by reference to this Agreement.

_____	_____	WESTconsin Credit Union	_____
Business Name		Financial Institution	
_____	_____	_____	_____
Signature	Date	Signature of Representative	Date
_____	_____	_____	_____
Printed Name		Printed Name	
_____	_____	_____	_____
Title		Title	

**Affiliates/Subsidiaries to be included in this Agreement\***

1. _____	_____
	Title
2. _____	_____
	Title
3. _____	_____
	Title