

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 Application ("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 Maintenance Form. The Application and subsequent changes must be approved by an authorized signer or owner on ALL eligible accounts applying/enrolled in the Service(s). **Your signature(s), whether by paper signature or electronically, on the Application or Maintenance Form, 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 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
- Create Activity/Transaction Reports for the past/future 12 months
- Access Tax Forms via EFTP website link
- Apply for a loan
- Access reloadable Visa Card portal
- Access Visa Gift Card portal
- Access Secure Forms
 - Credit & Debit Card Travel Form

At this time, you may use *WESTconsin 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 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 account through biometric authentication
- Submit checks for Mobile Deposit
- Access Bill Pay
- Review *WESTconsin Visa* credit card balance
- Manage Business User; access
- Submit ACH and Wire Template based transactions
- Approve ACH & Wire templates and payments
- Set up account notifications for account balances, completed transfers, cleared checks, payment due/past due, etc.
- Review *WESTconsin Visa* credit card balance

Other Services/Agreements

The following services accessed through *WESTconsin Business Connect* may have separate user agreements and/or terms and conditions: Bill Pay, eDocuments, *WESTconsin Visa Credit Card*, Mobile Deposit, Touch ID, Face ID, Fingerprint ID, Check Positive Pay, ACH Origination and Wire Transfers. When accessing these services, you not only agree to the *WESTconsin 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 *WESTconsin Business Connect* access may also be governed by other agreements between you and *WESTconsin 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 *WESTconsin Business Connect*. Secondary Business Administrators initially have full transactional authority of accounts in *WESTconsin 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 *WESTconsin Credit Union* members. You and your Business Administrators assume all liability for any and all actions taken by a Business User.

It is required that usernames be changed when users access *WESTconsin Business Connect* the first time.

Business Users are set up by the Business Administrators, not *WESTconsin Credit Union*. Business Users entitlements, password resets, and account questions are managed by the Business Administrator(s).

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. If soft tokens are enabled, they are required to be used to authorize the creation of business users, ACH Origination, Wire templates and payments and approvals.

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 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 mobile device 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 temporary username. One email will include a temporary password. During the initial login, Business Administrators and Business Users will be required to change their username and password. If you do not receive your two separate emails including your username and temporary password, please use the forgot username/password options or 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 WESTconsin Credit Union to disable your WESTconsin Business Connect access during business hours.

Username and Password Requirements

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

- 8-32 characters long
- Case sensitive
- Must contain at least one character from 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
- Cannot contain member number
- Passwords expire after 7 days or 10, 080 minutes

You will be prompted to update your username and 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 WESTconsin 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 WESTconsin 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 WESTconsin Credit Union at once if you suspect unauthorized access.

Biometrics

Biometrics (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 WESTconsin 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 WESTconsin'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 WESTconsin 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 WESTconsin 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 WESTconsin Business Connect without your authorization, please contact us immediately, during business hours by calling (800) 924-0022. If this occurs outside of business hours, Primary and Secondary Business Administrators are able to block access for other Secondary Business Administrators as needed.

WESTconsin 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 WESTconsin 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 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 WESTconsin Business Connect Bill Pay at WESTconsin 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 WESTconsin Credit Union checking account using WESTconsin Business Connect or the Mobile App through our Bill Pay provider, Fidelity National Information Services, Inc ("FIS").

Eligible Users

WESTconsin Credit Union members with an eligible checking account can use Bill Pay.

Registering for Bill Pay

Registration for Bill Pay is completed internally by WESTconsin Credit Union. Business accounts requesting access to Bill Pay will need to complete the WESTconsin Business Connect Application. 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. To request Bill Pay access or opt out of this service after the Business Connect account has been established, a business can complete the Business Connect Maintenance Form to request this change.

Bill Pay Charges

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

Scheduling Bill Payments

You authorize WESTconsin 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 WESTconsin Online. If a payment is sent as a paper check and is not cashed within 90 days, the check will be considered stale dated. Contact WESTconsin Credit Union if you would 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 WESTconsin 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 is not applied within three business days, please contact the payee or WESTconsin 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. WESTconsin 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 WESTconsin 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 WESTconsin 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 WESTconsin Business Connect 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 WESTconsin 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 WESTconsin Credit Union. WESTconsin 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, suites, 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 WESTconsin 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 WESTconsin 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 WESTconsin Business Connect by accessing Bill Pay > More > Alert Preferences. To update your email address for Bill Pay please contact WESTconsin 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. CST. Contact WESTconsin 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 WESTconsin 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 WESTconsin 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 WESTconsin 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 will 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 WESTconsin Online. Once successfully registered for eBills, you will 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 WESTconsin Business Connect and managing your eBill. You can also view previous eBills. WESTconsin 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. WESTconsin Credit Union shall not be liable for any failure to make a payment, this includes any fees incurred. If WESTconsin 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 WESTconsin 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 WESTconsin 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 WESTconsin 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, WESTconsin 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 WESTconsin 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 WESTconsin 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 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 use of your account outside of WESTconsin 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 \$2,000.00 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 \$225.00 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, illegible 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

Check 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). Check Positive Pay also allows you to reconcile your checks. Initial permission to Check 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 Check Positive Pay. Users of Check Positive Pay can update your electronic check register with checks written against the business account. Bill pay checks are entered into the electronic register 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 before the check clears your account, 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 Check 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. CST. In addition, Business Administrators and Business Users that have enabled email notifications for Check 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. CST 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 and credited back to your account within 2-3 business days. Some return reasons may require additional actions before funds can be returned to your account. A WESTconsin employee will be in contact with you to address these items if that is the case. 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. CST 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 Check 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 Check Positive Pay Exception tab. All checks are cleared before they are returned, if returned by Business Administrators or Users through Check Positive Pay.

Other Terms

Upon notice to the Business, WESTconsin Credit Union may suspend or terminate your use of Check Positive Pay, without cause. WESTconsin Credit Union may suspend or terminate Check 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.

Electronic Funds Transfer Agreement and Disclosure

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by WESTconsin Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one

(1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

- a. Debit Card.** If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Cirrus® and PLUS® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard. The following limitations on Debit Card transactions may apply:
 - There is no limit on the number of Debit Card purchases you make per day.
 - Purchase amounts are limited to the amount in your account.
 - You may purchase up to a maximum of \$2,000.00 per day.
 - There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
 - You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
 - There is no limit on the number of POS transactions you may make in any one (1) day.
 - You may purchase up to a maximum of \$510.00 from POS terminals per day, if there are sufficient funds in your account.
 - You may transfer up to the available balance in your accounts at the time of the transfer.
 - See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without

obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

- b. Health Savings Account Debit Card.** If you will be using your Mastercard® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Mastercard zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Cirrus® and PLUS® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard. The following limitations on Health Savings Account Debit Card transactions may apply:
 - There is no limit on the number of Health Savings Account Debit Card purchases you make per day.
 - Purchase amounts are limited to the amount in your account.
 - You may purchase up to a maximum of \$2,000.00 per day.
 - There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
 - You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
 - You may purchase up to a maximum of \$510.00 from POS terminals per day, if there are sufficient funds in your account.
 - You may transfer up to the available balance in your accounts at the time of the transfer.
 - See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

- c. Call-24.** Call-24 is a 24-7 telephone system you can call to obtain information. If we approve Call-24 for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Call-24 to:

- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Call-24 via a touch-tone telephone only. Call-24 service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Call-24 transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your member account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

f. WESTconsin Online. If WESTconsin Online is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use WESTconsin Online to:

- Withdraw funds from your member accounts.
- Transfer funds from your member accounts.
- Obtain balance information for your member accounts.
- Make loan payments from your member accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- View eStatements and eNotices.
- Refer to the WESTconsin Online and Mobile Banking Terms and Conditions for the types of transactions/services available.

Your accounts can be accessed under WESTconsin Online via personal computer. WESTconsin Online will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on WESTconsin Online transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s).

At the present time, you may use Mobile Banking to:

- Transfer funds from your member accounts.
- Obtain balance information for your member accounts.
- Make loan payments from your member accounts.

- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Refer to the *WEST*consin Online and Mobile Banking Terms and Conditions for the types of transactions/services available.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Bill Payment. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.

2. TRANSFER LIMITATIONS — For all savings accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Mastercard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed. A fee of up to 1.00% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer

funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

- e. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us. For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(715) 235-3403

(800) 924-0022

or write to:

WESTconsin Credit Union PO Box 160

Menomonie, WI 54751

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

- a. **Periodic Statements.** Transfers and withdrawals made through any debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. **Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (715) 235-3403 or (800) 924-0022. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- If you give us your written permission; or
- As otherwise allowed by law.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(715) 235-3403

(800) 924-0022

or write to:

WESTconsin Credit Union PO Box 160

Menomonie, WI 54751

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)** business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten(10) business days to credit your account.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Wisconsin, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated