



# Disclosure for Business Registration

## Business Online Banking Agreement

**1. Introduction** - This Agreement is the contract which covers your and our rights and responsibilities concerning Business Online Banking (BOB) offered to you by Fibre Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean each and every one who applies for and/or uses BOB. The word "account" means any one or more deposit a/or loan accounts you have with the Credit Union. This agreement and disclosure (Agreement) specifically governs BOB and informs you of the terms and conditions associated with this service.

By submitting the authorization for the BOB service, or by accepting or using the security code to make any BOB transaction you agree to the following terms governing your and our rights and responsibilities concerning online electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions and bill payments through the Online Banking service involving your deposit accounts.

**2. Business Online Banking Service** - Upon approval, you may use your personal computer or other electronic devices to access your accounts. You must use your User ID along with your security code to access your accounts. The BOB service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the BOB services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Microsoft Internet Explorer, Google Chrome or Safari). The online address for the BOB service is [www.fibreku.com](http://www.fibreku.com). You are responsible for the installation, maintenance and operation of your computer and internet service. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the BOB service to:

- Access and transfer funds between your linked business deposit and loan accounts and authorized external accounts. External transfers are subject to a separate agreement provided when you enroll for the service.
- Review information such as account balance, pending card transactions, transaction history, maturity dates and tax information for your deposit and certificate accounts.
- Review information on your loan accounts including payoff amounts, due dates, finance charges, interest rate, and balance information and past statements of yours.
- For authorized business accounts, initiate Wire and ACH origination requests (separate agreement required).
- Make bill payments from your checking account using the Bill Payment Service. The Bill Payment Service is subject to a separate agreement provided when you enroll.
- Account aggregation to pull account information from other financial institutions supported by our online banking provider.
- Request a cashier's check withdrawal payable to yourself.
- Add or remove overdraft transfer protection for automatic transfer of funds to cover overdraft occurrences. Refer to the Overdraft Transfer Protection and Courtesy Pay Services Disclosure for more information on this service.
- Add or remove Overdraft Courtesy Pay opt in. Provides for overdraft ability for single debit card or ATM withdrawal transactions up to you authorized pay limit. Refer to the Overdraft Transfer Protection and Courtesy Pay Services Disclosure for more information on this service.
- Download account data to Quick Books or Quicken or other compatible software.

- Set up automated account sweeps.
- Set up multiple users with different levels of access.
- Communicate with the Credit Union using the electronic mail (e-mail) feature.
- Sign up for E-statements.
- Set up account alerts

3. Transactions involving your deposit accounts will be subject to the terms of your Business Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable. The Credit Union does not make any warranty, express or implied, to you regarding the Quicken or Quick Books or other compatible software programs including but not limited to any warranty of merchant ability or fitness for a particular purpose.

4. **BOB Service Limitations** - The following limitations on BOB transactions may apply:

- **Transfers:** You may make funds transfers to your other accounts as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six (6) in any one month. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- **Account Information:** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
- **E-Mail:** You may use the e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer or stop payment order on your account. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 6.

5. **Security Code** -

- **Initial Access:** After your initial sign-on, you may change your password at any time by selecting the appropriate function from the User Options menu within the BOB service.
- **Security Code:** The PIN ("security code") that you select is for your security purposes. The security code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your security code. You agree not to disclose or otherwise make your security code available to anyone not authorized by you to sign on your accounts. If you authorize another person to use your BOB under your User ID and PIN, or give them your User ID and PIN, you are responsible for any transactions that person makes on the deposit and loan accounts that are linked to the Service even if that person exceeds your authorization. The Credit Union shall have no liability for any loss or damage if your PIN has been used to access your accounts using BOB.
- **Authorized Users:** Once you receive your PIN and have accepted this Agreement and Disclosure, you as account administrator, or someone you authorize to act as your account administrator, will have the ability to assign additional users unique Access IDs under your User ID and PIN. The account administrator determines the level of access for each authorized user. If you authorize anyone to use your security code in any manner that authority will be considered unlimited in amount and manner until specifically revoke such authority by notifying the Credit Union and changing your security code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and the security code is changed. If

you fail to maintain or change the security of these security codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

**6. Member Liability** - You are responsible for all transfers you authorize using the BOB services under this Agreement. If you permit other persons to use your security code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your security code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down.

Important: If you believe there has been or could be unauthorized activity on your account, change your PIN security code immediately.

**7. Transaction Documentation** - Transfers, withdrawals and bill payments transacted through Online Banking will be recorded on your periodic statement which will be sent by mail unless you have requested electronic statements. You will receive a statement monthly.

**8. Account Information Disclosure** - We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: [www.fibreco.com](http://www.fibreco.com). However, we will disclose electronic funds transfer information to third parties about your account or the transfers you make in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific electronic transactions upon the request of a third party merchant as allowed by law;
- To comply with government agency or court orders;
- If you give us your express permission.

**9. Limitation of Liability for BOB Services** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Google Chrome and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, BOB services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the BOB Service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfers. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.

- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a Bill Payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- If there are other exceptions as established by the Credit Union.

**10. Termination BOB Services** - You agree that we may terminate this Agreement and your BOB services, if you, or any authorized user of your BOB services or security code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or security code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct may be illegal or unlawful. In addition, we reserve the right to terminate the service if you fail to use the service for more than three (3) consecutive billing cycles.

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

**11. Notices** - The Credit Union reserves the right to change the terms and conditions upon which the BOB service are offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**12. Other General Terms -**

**0. Other Agreements** - In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with the Credit Union, as described in your Business Membership and Account Agreement, prior receipt of which you acknowledge.

**1. Severability** - In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

**13. Enforcement** - You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.