

This is the Agreement between your company (“You”, the “Company”) and Affinity Federal Credit Union (“Affinity”, “us”, “we” and “our”) containing the terms and conditions for the following Online and Mobile Business Banking services (“the Services”). By signing the Online and Mobile Business Banking Application, you agree to the terms and conditions, set forth below, which automatically becomes part of the Agreement between you and Affinity. Your use of any of the Services will be additional evidence of your agreement to these terms.

Your use of the Services may also be affected by your Deposit Agreement and Disclosures, including the applicable schedule of fees (“Deposit Agreement”), or other agreement with us for your linked Affinity accounts. When an account is linked to the Services, it does not change the agreements you already have with us for that account and you are still subject to the terms and conditions we gave you in the agreement and disclosure for the linked account. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into this Agreement. In the event of a conflict between the terms of those account agreements and this Agreement, the terms of the applicable account agreement will prevail unless this Agreement specifically states otherwise.

1. **Services.** We will notify you when the Services you request will become available to you. If you request additional Services in the future or we add new services, they will also be governed by this Agreement, unless we advise you otherwise. The following is a list of the Services which are subject to these Terms and Conditions:

Basic Services:

Online Banking Access  
Mobile Banking App Administration  
Online & Mobile Check Deposit  
Stop Payments  
Check Orders & Images  
Scheduled & Recurring Transfers  
Bill Payment Statements & Notices  
Alerts and Notifications  
Secured Request Forms  
Entitlements  
My Affinity Toolkit – Secure Document Upload

Add-on Services:

ACH (Automated Clearing House) and Tax Payments  
Positive Pay  
Wire Transfers – Domestic  
Wire Transfers - International  
Online & Mobile Check Deposit

2. **Equipment.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, scanners, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time and may be available upon request from us. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

Unless otherwise agreed by us in writing, the computer programs, Service guides, Security Procedures and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

3. **Security Procedures.** You agree that the Security Procedures listed below are commercially reasonable. You agree that we will use such procedures to detect an unauthorized request prior to accepting your request. You agree that any request acted upon by us in compliance with the Security Procedures, whether or not authorized by you, shall be treated as your authorized request and we will not be liable to you for having acted upon the request. You acknowledge that we reserve the right to change our Security Procedures from time to time.

- A. **Protection of Security Procedures.** You are strictly and solely responsible to establish and maintain procedures to safeguard against unauthorized transmissions of requests. You warrant that no individual will be allowed to initiate requests in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and of any passwords, codes, security devices and related instructions provided by us in connection with the Security Procedures. If you believe or suspect that any such information or instructions are known or have been accessed by unauthorized persons, you shall notify us immediately.
- B. **Security Access.** We will assign a unique User ID and User Password (referred to as “Security Codes”) to the designated Company Administrator(s). The User ID and Password will be provided via separate emails. Upon initial login you will receive a onetime passcode sent to the phone you designated on your application as your primary

contact. You will be prompted to change your password. After login you can change your User ID under Settings. You will be responsible for any liability, loss, or damage resulting from actions in accordance with instructions to us from any person you have authorized as a Company user. You shall promptly notify us of any suspected compromise of security involving the passwords and ID's assigned.

- C. **Touch ID.** You may use your fingerprint to login into the Mobile Banking instead of entering your user ID and password. Fingerprints are only stored on your Mobile Device; the Credit Union does not see or store your fingerprint information. Touch ID is associated to one user ID at a time. If you have multiple logins with the Credit Union, Touch ID can only be used with a single login per Mobile Device. User IDs and passwords are not stored on the Mobile Device in order to support Touch ID. Instead, a token is stored securely in the Mobile Device's keychain that cannot be transferred to another device. If you try to log in using Touch ID, but cannot provide a valid fingerprint after five (5) tries, you must enter your password to re-enable Touch ID.
- D. **Enhanced Login Security.** Enhanced Login Security adds an additional level of security by identifying you as the true "owner" of your accounts through the use of cookies placed on your computer/browser, identifying it as one you use to access the Services. This feature strengthens the security measures we already employ and helps prevent unauthorized access to the online system. If the system does not recognize your computer, you will be challenged for additional authentication information known only by you. A security code will be sent to the phone number we have on file. You must enter that security code to gain access to the online system. If you do not successfully complete this process, you will not be granted access to the online system. Enhanced Login Security for mobile requires you to enable the "Remember this device" feature under Settings on the mobile app.
- E. **Security Code** –Security Code adds an additional multi factor authentication feature that requires the use of a one-time passcode or a security token when funds are being moved in and out of business accounts. This feature provides an additional level of security by requiring that a security code obtained from either a one-time passcode or from a security token be entered by the user that is designated to approve transfer of funds via Wire, ACH or Tax Payments. A Wire, ACH or Tax Payments will not be completed without the security code. The one time passcode will be provided via text or phone call to your phone on file. A security token is a device or a software application that generates a one-time digital code to use each time you process a funds transfer pursuant to this Agreement.
- F. **Dual Control for ACH and Wire Approvals** - In the context of Online and Mobile Business Banking, dual control is a security function that reduces the likelihood of fraudulent activity against your business account by requiring Automated Clearing House (ACH) originations and Wire Transfers to be submitted to the credit union for processing by two separate users. Dual control is accomplished when one individual initiates the ACH or Wire Transfer, and the second individual verifies and approves. Dual control makes it harder for criminals to use key stroke tracking programs to intercept your user name and password and gain access to your account. We STRONGLY RECOMMEND the use of dual control when initiating ACH and Wire Transfers.

We may provide you with Security Codes, which are part of the Security Procedures, to access the Services. You agree to: (a) comply with the Security Procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Codes, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our Security Procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. You agree to change your temporary User ID and temporary password promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. The User ID and Password can be changed in the Settings. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with the Services, you warrant that our Security Procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our Security Procedures.

Each procedure described above shall be deemed and agreed to be by you, a commercially reasonable Security Procedure as described in the New Jersey Uniform Commercial Code.

**4. Accounts.** Your application may list multiple companies that you wish to access with the Services. If it includes multiple companies of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization. All owners must sign this Agreement and Application.

You may appoint an individual(s) referred to as the "Administrator(s)" with the authority to determine who will be authorized to use the Services on your behalf. Administrator(s) will have access to all accounts and online services. Administrator(s) will have maintenance authority over the Company daily and monthly limits and will serve as the Primary Contact(s) for Affinity. The Company Administrator(s) will have all of the authority to determine authorized users and to ensure access codes and security tokens as set forth in this Online Business Banking Terms and Conditions Agreement. The Company Owners, Co-Owners and Authorized Signers of this agreement accepts full responsibility and liability for all actions of both the Administrator(s) and any users or sub-users authorized by the Administrator(s).

If you add another related company (referred to as Multi-TIN), the administrator(s) will have access to all accounts for each of the company and can perform transactions for each of the companies. You warrant that you own or co-own all companies listed under Section 1 of the application and that you authorize all the Administrators under Section 2 on the application to have access to multi-TIN transfers and accounts for all the listed companies.

You understand that if you do not have a Secondary Administrator, end user creation by a Sole Administrator will never require approval. Your Administrator(s) can establish separate security codes for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator(s), the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator(s) to use the Services.

You or your Administrator(s) will need to designate which accounts the users will utilize for Online Banking and Mobile banking Services, payments and transfers. If your Administrator(s) designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any of the Services instruction that is accompanied by the security code(s) designated by you or your Administrator(s) for that account and the Services in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

**5. Fees.** You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We may send a bill to you for the fees (which must be paid within 10 days of the invoice or statement date) or charge them directly to your accounts with us. We may amend the Services fees from time to time. Certain fees are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree.

In addition to the Services fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

**6. Access to Account Data.** Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.

**7. Information Processing and Reporting.** We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

- A. **Information You Provide to Us.** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.
- B. **Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.
- C. **Your Review.** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to immediately review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide the Services for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

**8. Reliance on Third Parties.** Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. We cannot always anticipate technical difficulties. These difficulties may result in loss of data, loss of customized settings or other service interruptions. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Services or may provide the Services through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

**9. Wire Transfer.** The terms set forth here are in addition to the Online and Mobile Business Banking Application that must be completed by you prior to approval for this Service. All funds transfers permitted pursuant to this section are subject to Uniform Commercial Code and in particular Article 4A, as enacted by the State of New Jersey. If you are approved for Wire Transfer, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions.

A Business with more than one Administrator or User will require an administrator or user to approve a wire initiated by another administrator or user unless the Business Opt-out of Dual Control. Refer to Section 3.E.

- A. **Payment to Affinity.** You agree to pay us the amount of the wire transfer, plus any applicable fees, before we execute your request. Fees applicable to wire transfers are posted in Affinity's Fee Schedule, and are subject to change from time to time at our sole discretion. We may debit any of your accounts at Affinity for any payment order executed by us pursuant to this Agreement, even if the debit creates or increases an overdraft in that account. In the event that an overdraft is created or increased, you shall cause sufficient funds to pay the amount of the overdraft to be deposited into or credited to the account by the close of that banking day. Any overdraft existing at the close of a banking day is immediately due and payable without notice or demand.
- B. **Acceptance and Execution of Request by Affinity.** Your request is considered accepted by us when we execute it. You acknowledge that we maintain deadlines, as set forth in Section 24, for accepting wire transfer requests. If your request is received prior to the deadline it will be executed that wire transfer business day. A request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at our sole discretion.
- C. **Rejection of Wire Transfer.** We have the right to reject your request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the amount specified in the request, our inability to execute the transfer for reasons set out in this Agreement, or if we are unable to verify the authenticity of your request. We are not required to and will not provide you with a separate notice of rejected wire transfers.

- D. **Required Information.** You agree to provide a street address for EACH party identified in the wire transfer; DO NOT USE A PO BOX. Failure to provide street addresses will result in your wire transfer being DECLINED. In addition, you agree that each wire transfer shall contain the following information:
- The name and street address of the beneficiary of the wire transfer;
  - The beneficiary's account name and number at the beneficiary's bank;
  - The name and address of the beneficiary's bank/
  - The ABA/Routing number of the beneficiary's bank;
  - The receiving bank's name, address and ABA/Routing number, if applicable;
  - The intermediary bank's name, address and ABA/Routing number or Swift code, necessary for international wires;
  - The amount of the wire transfer;
  - The value date of the wire transfer;
  - The number of the Authorized Account from which the wire request is to be paid;
  - The message from originator to beneficiary, if applicable.
- E. **Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds which we consider suitable, including but not limited to our own internal systems and Fed wire. We are not responsible for performance failure as a result of interruption in transfer facilities, labor disputes, power failures and equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within our control.
- F. **Fed Wire Notice.** If any part of a wire transfer involves the use of Fed wire, the rights and obligations of Affinity and you regarding that wire transfer are governed by Regulation J of the Federal Reserve Board.

10. **Automated Clearing House ("ACH").** If you are approved for ACH Origination, you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA"), and the rules of the Federal Reserve Bank ("Federal Reserve"), collectively the "Rules", as amended from time to time. The terms of this Agreement shall in no way limit your obligation of complying with the Rules. The Rules may also be purchased online at [www.nacha.org](http://www.nacha.org) under the publications tab.

You acknowledge receipt and have signed the Online and Mobile Business Banking ACH Origination Agreement and agree to be bound by the terms and conditions of the agreement. You also agree that all ACH transactions will be subject to said agreement.

A Business with more than one Administrator or User will require an administrator or user to approve an ACH initiated by another administrator or user unless the Business Opt-out of Dual Control. Refer to Section 3.E.

11. **Transfers between Accounts.** Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.

12. **Bill Payment.** Bill Payment allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others. If you elect to apply for Bill Payment, an agreement providing the terms and conditions for this will be presented electronically. You must agree to these terms and conditions electronically before applying for this. You can also obtain a copy of this agreement upon request.

13. **Electronic Data Interchange (EDI).** If you are approved for EDI, you may originate or receive data transmissions that consist of documents and payment instructions. This Agreement applies only to the EDI Services that we provide to you. The legal relationships, and the terms and conditions relating thereto, between you and your trading partners will be governed by the terms of the EDI contracts between you and them, and will not be binding on us.

14. **Account Reconciliation.** If you are approved for Account Reconciliation, and you provide us with a list of the serial numbers and the exact amount (dollars and cents) of the checks that you issue, we will compare the list with the information that is encoded on items presented to us for payment against your designated account.

- A. **Checks Covered by Account Reconciliation.** This applies to checks that are presented for payment to us through normal interbank clearings. It is not designed to compare your list of issued checks against items that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At our sole discretion, we may attempt to compare your list with such items; we will not be liable for our failure or refusal to do so, however, even if we have done so on previous occasions.

- B. **Suspect and Exception Item Reporting.** Upon request, we can provide you with a daily report, detailing suspect and exception items, and enabling you to review and return items on a check-by-check basis. We make no representation or

warranty regarding the effectiveness of this report, and make the report available only as an accommodation to you. You agree to indemnify, defend and hold us harmless from every loss, liability and claim arising from information provided on, or excluded from, this report by us. You understand that the fee for Account Reconciliation has been established in contemplation of this limitation on our liability.

- C. **Security.** You agree to implement reasonable procedures to assure that only your authorized employees have the ability to transmit check information to us for purposes of Account Reconciliation.

15. **Positive Pay.** Account Reconciliation enabled member who participate in our Positive Pay can instruct us not to pay certain items presented against their accounts. If our Account Reconciliation reports of checks presented against your account matches the information you provide to us regarding the checks you have issued, you agree that we may treat the matching items as validly issued and properly payable, and that we may process such items for payment. If the information does not match, we will reject and return the non-matching items (unless you and we agree on another procedure).

- A. **Exceptions.** We assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, miscoded items, or checks lacking an encoded serial number. Positive Pay does not apply to items that have been finally paid before the effective date of any listing or items that are not processed as part of Account Reconciliation.

- B. **Reliance on MICR Encoding.** We will not be obligated to verify signatures on any checks that match the information you provide. You understand and agree that we may compare your information on approved checks with information that is encoded on the items presented to us for payment. We will not be required to physically examine matching checks to confirm that they are properly signed, completed and encoded. You agree that we may rely on such a process and that the process will be deemed an acceptable standard of care for Account Reconciliation, Positive Pay, and your account. You understand that Positive Pay may not identify counterfeit or duplicate checks. As such, you agree to review promptly all statements, returned checks, reports and other check and transaction information we make available to you.

- C. **Stale-Dated Checks.** We may pay stale-dated checks unless you place a stop payment order on such items or remove them from your list of checks approved for payment.

16. **Stop Payment.** You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

17. **Amending/Canceling a Transaction.** Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

18. **Our Rejection of Transactions.** We may refuse any transfer or payment instruction without cause or prior notice.

19. **Notice of Returned Payments or Transfers.** We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

20. **Unauthorized Transactions.** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the Security Procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Services. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

21. **Transaction Limits and Safeguards.** You agree not to exceed the Services transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment

instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

**22. Electronic Mail/Internet.** If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Services will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

**23. Cutoff Hours.** A number of our Services are subject to processing cutoff hours (Eastern Time): 10:00 AM for Account Reconciliation exception item reporting; 4:00 PM for wire transfer orders; 3:30 PM for ACH transaction entries; and 4:00 PM for stop payment orders. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. Any transfer initiated on a day that is not a business day begins processing on the following business day and counts toward the applicable dollar limit for the next business day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

**24. Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer, mobile device or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Services instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed the monthly charge for the Services in question for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Services-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Services fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

We shall be entitled to rely on the apparent authority of any person who accesses the Services. You agree to indemnify and hold us harmless from all losses, claims, suits, actions, liabilities, settlements, judgments, damages and expenses

(including attorney's fees and court costs) caused by any person who accesses the Services or arising out of any breach of or default under this Agreement.

**25. Disclaimer of Warranty.** You agree that use of the Services is at your sole risk and provided on an "as is" "as available" basis. We do not make any representations or warranties with respect to the Services, either expresses or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. We specifically do not warrant that the Services will be uninterrupted or error free.

**26. Indemnification.** You agree to indemnify, defend and hold us, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

**27. Arbitration.** At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your deposit agreement with us.

**28. Statements and Notices.** Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, in writing, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Services records. Notices to us must be mailed or delivered to us at Affinity Federal Credit Union, 73 Mountain View Boulevard, Basking Ridge, New Jersey 07920.

**29. Your Records.** This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

**30. Mobile Banking: Use of Mobile Device.** Use of Mobile device (smartphones, tablets and any other portable device) to access Business Banking Services is also governed by the terms and conditions of this document.

You may access the Services using your personal user ID and password that you use for Online Business Banking, Touch ID and multifactor authentication. You may make transfers, view account balances and history, use Bill Pay, view your statements, manage users, complete the approval for ACH and Wires and receive alerts and notifications. You may also contact us and find Branch/ATM locations using your mobile device.

**Additionally, if you download the Affinity Federal Credit Union Business Banking mobile app, you are agreeing to the following Mobile Banking End User License Agreement.**

This Mobile Banking End User License Agreement (this "EULA") sets forth the conditions under which you may download and utilize on your mobile device the software application that enables you to utilize the Mobile Banking feature of your Account. By downloading the Mobile Banking software application to your mobile device, you agree to be bound by this EULA. You should keep a copy of this EULA for your records.



- A. **Ownership.** You acknowledge and agree that a third-party provider or licensor to Affinity Federal Credit Union ("Licensor") is the Owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from Affinity Federal Credit Union and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software"). Affinity does not review the third-party software legality or non-infringement. Affinity is not responsible for third-party information, software or services.
- B. **License.** Subject to the Terms & Conditions of this EULA, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this EULA. All rights not expressly granted to you by this EULA are hereby reserved by the Owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This EULA may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
- C. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- D. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. OUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
- E. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE CREDIT UNION, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
- F. **Miscellaneous.** This EULA constitutes the entire agreement between the parties concerning the subject matter hereof. This EULA will be governed by and construed in accordance with the laws of the state of New Jersey excluding that body of laws pertaining to conflict of laws. If any provision of this EULA is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this EULA are subject to the exclusive jurisdiction of the courts of New Jersey and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this EULA and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
- G. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.
- H. **By using our Services,** you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use, or to disclose to Affinity, or other entities working with Affinity, your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device status details, if available, where provided in accordance with your mobile operator's privacy policy, for the duration of our business relationship solely to help verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of our services.

**31. Termination.** You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 10 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to

believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services; or (f) other circumstances exist which in our sole discretion warrant suspension or termination. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

**32. Prohibited Use.** You agree that you will not use the Service in an illegal or prohibited manner, including payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. The Service allows you to send or receive money using your business deposit account. We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for other purposes, or if we believe you are using the Service in a manner that exposes Affinity to liability, reputational harm or brand damage, including but not limited to using the Service to request, send or receive money related to any of the following:

Illegal or brand damaging activities include, but are not limited to:

- Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);
- Firearms, ammunition and other weapons;
- Sexual activities or materials;
- Pornography;
- Materials that promote intolerance, violence or hate;
- Ponzi schemes;
- Traveler's checks, money orders, equities, annuities, or currencies;
- Digital currencies such as bitcoins;
- Terrorist funding;
- Fraud, for example:
  - i. Unauthorized Payments that occur in instances of account takeover, lost/stolen debit cards or account information, etc.;
  - ii. Scams - Recipient convinces a Sender to send money by (i). Pretending to be or to represent another person or entity; or (ii). Offering to provide a good, service, or additional funds while intending to provide nothing in return.
- Money laundering
- Use of the Services in a manner for which was not intended, or in a way that another member finds harassing or inappropriate (e.g., use of memo fields to communicate with another customer with no intention of processing a Payment).

### 33. Miscellaneous Terms.

- A. **Agents.** You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.
- B. **Amendments.** We may amend (add to, delete or change) the terms of this Agreement, the Services fees, and User Guides at any time by providing you with prior notice when legally required to do so. We may communicate changes by either mail, email or a notice on our website. You agree that by continuing to use the Services after the date effective date of the changes, such changes will apply for transactions made after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Services. We may amend our Security Procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.
- C. **Applicable Law.** This Agreement and the transactions contemplated by this Agreement, will be governed and construed in accordance with applicable federal laws and the laws of the State of New Jersey.
- D. **Business Banking.** You understand that the Business Services are intended to be used for business purposes only, and not for personal, family or household purposes.
- E. **Compliance with Laws.** You agree to comply with all applicable laws, rules, and regulations, and with our reasonable instructions, rules, and specifications, and will not violate the intellectual property rights of any third party when using the

Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

- F. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.
- G. **Financial Review.** You agree to provide us with a financial statement or information on your financial condition upon our request in a form satisfactory to us.
- H. **Monitoring of Communications.** You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.
- I. **No Assignment.** We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.
- J. **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Other than as explicitly stated herein, the terms and conditions of this Agreement do not grant to you any right to distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of the services or any rights granted by the terms and conditions of this Agreement to any other person.
- K. **No Third Party Use.** Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Services transactions on your behalf.
- L. **Overdrafts.** When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.
- M. **Security Interest.** You grant us a security interest in your accounts with us to secure the repayment of any overdraft or other obligation that you incur under this Agreement.
- N. **Validity.** If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.
- O. **Waivers.** Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.
- P. **Authorization.** You authorize Affinity to use and store information submitted by you that is needed to provide the business banking services herein. Your use of the services constitutes your agreement that Affinity and its third-party service providers may collect, process, use, and store information as described in this Agreement. We may use or disclose such data for any lawful purpose without further notice to you, including for statistical analysis, benchmarking, and for the display through widgets or Apps.
- Q. **License to Information.** To the extent any intellectual property rights are vested in any Account Information, you agree to grant to us a perpetual, irrevocable, royalty free, sub-licensable, transferable license to use, reproduce, modify and adapt the Information for the purpose of providing the services to you.



# BUSINESS BANKING ONLINE AND MOBILE TERMS AND CONDITIONS AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their business owners or duly authorized officers.

Company Name(s): \_\_\_\_\_

Company Name(s): \_\_\_\_\_

<b>X</b>		<b>X</b>	
Signature of Owner/Authorized Representative	Date (MMDDYYYY)	Signature of Owner/ Authorized Representative	Date (MMDDYYYY)
<b>X</b>		<b>X</b>	
Print Name	Title	Print Name	Title

<b>X</b>		<b>X</b>	
Signature of Owner/ Authorized Representative	Date (MMDDYYYY)	Signature of Owner/ Authorized Representative	Date (MMDDYYYY)
<b>X</b>		<b>X</b>	
Print Name	Title	Print Name	Title

<b>X</b>		<b>X</b>	
Signature of Owner/ Authorized Representative	Date (MMDDYYYY)	Signature of Owner/ Authorized Representative	Date (MMDDYYYY)
<b>X</b>		<b>X</b>	
Print Name	Title	Print Name	Title

**For Affinity Federal Credit Union Use Only:**

<b>X</b>		<b>X</b>	
Name of CU Employee Accepting Application		Signature of CU Employee	Date (MMDDYYYY)

<b>X</b>		<b>X</b>	
Name of CU Employee Reviewing Application		Signature of CU Employee	Date (MMDDYYYY)