

# BUSINESS ONLINE BANKING AND MOBILE BANKING TERMS OF SERVICE



This Agreement (this “Agreement”) contains the terms and conditions for use of any Online Service or Mobile Application (the “Service”) that Boeing Employees’ Credit Union provides to you through any digital platform, whether through a website from a desktop computer or laptop (“Online Services”), or a mobile device (“Mobile Application”). This Agreement is in addition to the terms and conditions of the Business Account Agreements that otherwise govern your rights and obligations when using your Accounts. To the extent there is a conflict between this Agreement and your Business Account Agreements, the terms and conditions in the Business Account Agreements shall govern.

In this Agreement the words “you” and “your” refer to each Account owner or anyone else including each person, or, if applicable, entity with authority to deposit, withdraw or exercise any other control over a deposit account. The words “you” and “your” also include any user you authorize to use the Service on your behalf.

## General Terms

- 1. Introduction.** This Terms of Service document (hereinafter “Agreement”) is a contract between you and BECU (hereinafter “we” or “us” or “our”) in connection with services offered through our online banking site or mobile applications (the “Service”). The Agreement consists of these General Terms and each set of Terms that follows after the General Terms that applies to the specific areas of the Service you are using from us.
- 2. Acceptance of these Terms and Conditions.** Indicating your acceptance of the terms and conditions of this Agreement within the Online Services or the Mobile Application or your use of the Service constitutes your acceptance of this Agreement.
- 3. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version within the Service. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Service will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service’s more recent revisions, updates, upgrades, or enhancements.
- 4. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a “Definitions” Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.
- 5. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- 6. Notices to You.** You agree that we may provide notice to you by posting it on the Service, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as secure access codes, alerts) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 16 of the General Terms below. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

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- 7. Text Messages, Calls, and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our Affiliates and agents. Please review our Privacy Policy for more information. Airtime, roaming, data usage, and minutes of use may be billed by your mobile provider.
- 8. Hardware and Software.** In order to use this Service, you must obtain and maintain, at your sole cost and expense, a desktop or laptop computer with access to the internet, or a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by the Bank from time to time, for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the internet. Further, at your sole option, you may utilize any authentication software (i.e., password or fingerprint) that is compatible with the Mobile Application. However, we are not responsible for any third party software you may need to use this Service. Any such software is accepted by you “as is” and is subject to the terms and conditions of the software agreement you entered into directly with the third-party software provider at time of download and installation. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone, mobile data, or internet service charges from any Communication Provider. You understand and agree that you are solely responsible for the operation, maintenance, and updating of all equipment, software, and services used in connection with the Online Services or Mobile Application and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements. We are not responsible for, and you hereby release the us from, any and all claims or damages resulting from, or related to, any virus or malware or related problems that may be associated with using electronic Communication or the internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your hardware or software, or failures of or interruptions in any electrical, telephone, mobile data, or internet services. We hereby advise, and you hereby agree to scan your computer or mobile device, hardware, and software on a regular basis using a reliable virus detection product in order to detect and remove viruses or harmful malware.
- 9. Your Privacy.** Protecting your privacy is very important to us. Please review our BECU U.S. Consumer Privacy Notice and Online Privacy Notice in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. Our BECU U.S. Consumer Privacy Notice and Online Privacy Notice can be found on the [www.BECU.org/online-privacy-notice](http://www.BECU.org/online-privacy-notice) web page.
- 10. Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
- 11. Eligibility.** The Service is offered only to businesses of the United States who are BECU members and who can form legally binding contracts under applicable law. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. Without limiting the foregoing, the Service is not offered to minors and you agree you will not establish any minor as a user authorized to use the Service on your behalf.
- 12. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance, or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass, or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service without our prior written permission; (i) constitute use of any device, software, or routine to bypass technology protecting the Service, or interfere or attempt to interfere, with the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet Service Providers, payment processors, or other vendors.

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**13. Security Code Credentials.** During your enrollment in the Service, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys, or other means of authenticating your identity and electronic communications in your name. These may include a login name, and password. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service. As a component of your Security Codes, our Service utilizes multi-factor authentication, which is login security that combines two authentication factors, something you know (your password), and something you have (your computer/device), and in some cases out-of-band authentication (“OOBA”). OOBA requires the use of a Secure Access Code, when prompted. For example, each time you log in from a computer or device that is not recognized by us, we will prompt OOBA. You agree to change all passwords with sufficient frequency so as to protect confidentiality. You agree not to disclose your Security Codes to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your computer or mobile device and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. For security reasons we may disable your Security Codes if they are entered incorrectly several times. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all of the Service may be limited.

If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Service without your consent, you must inform us immediately at the telephone number provided in Section 19 of the General Terms below. See also Section 20 of the General Terms below regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

- 14. User Administration.** You are responsible for and bound by any Communication we receive in your name through the Service if the Communication: (i) comes from an Administrator or Authorized User; or (ii) is authenticated using security procedures, described herein, even if not authorized by you.
- a. **Administrator.** You will be required to designate at least one initial Administrator. The Administrator must be an Authorized Signer on your Accounts as defined in the Business Account Agreements. You (through the Administrator) then control the Service and access to it. The Administrator will be able to and will be responsible for maintaining your Service settings and Authorized-User security. Access to your Account(s) through the Service will be based upon authority established by the Administrator.
  - b. **Authorized User.** The Service will allow the Administrator to establish authority levels to help you manage additional Authorized Users and control use of the Service. The levels are used to specify who can access specific Accounts, what dollar amounts Authorized Users are authorized to handle and what functions an Authorized User can access when transacting on an Account using the Service.
  - c. **User Administration.** The Administrator is responsible for setting up your Authorized Users. The Administrator is also responsible for assigning all persons with the Security Codes that are necessary to access the Service and for establishing what, if any, limitations will apply. The Administrator changes and maintains your Security Codes. The Administrator(s) will have full access to your Accounts and to any future Account you may open. We will **not** control or oversee the Administrator or any activity or function of an Administrator or other Authorized User. You agree to the creation of an Administrator and to all action taken by the Administrator. You agree to all action taken by any Authorized User and by any person given access to the Service by the Administrator or by an Authorized User. You further agree to assume all risks associated with providing Security Codes to your Administrator, understanding that this can result in Authorized Users and possibly other persons obtaining access to your Account without control or monitoring by us.
  - d. **Account Access.** Any Authorized User is authorized by you to access and use the Service according to the authority levels granted them by the Administrator whether or not that person would be authorized to transact on the Account in the absence of this Agreement.
  - e. **User Administration Review.** You agree to review the configuration of your Accounts at commencement of the Service and periodically thereafter to restrict Authorized User access to Accounts and the Service in accordance with your risk assessment.
- 15. Account Information.** All information is either generated by us or is obtained from sources believed by us to be accurate and reliable as of the date posted on the Service. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors, such as the difficulty of securing a website from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our Affiliates provides any representations or warranties regarding the Site or any information in it.

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The Service and all information is provided “AS IS” and with all faults, and we make no representations and disclaim all implied warranties of every kind, including warranties or any duties (if any) as to accuracy, timeliness, completeness, suitability, availability, merchantability, and fitness for any particular purpose, or lack of negligence or viruses. We do not provide any warranty against infringement or of quiet enjoyment, and make no express warranties.

Balances and transaction information reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Some transactions may not be reflected by the system until the following Business Day. Activity performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient available funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification, or other items in the process of being posted to the Account, and may not include outstanding checks, debits, or credits. You understand and agree that Account information may not reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account.

- 16. Check Stop Payment Services.** You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment within the Service and submitting all the required information to us (“Check Stop Payment”). All Check Stop Payment requests, renewals, and revocations of stop orders will be subject to the terms and conditions of the Business Account Agreements. You must give us timely, complete, and accurate information as prompted by the Service, including the check date, payee, amount of the check, reason for the stop payment, and the check number. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check. You may not use the Check Stop Payment Service to stop payment on any ACH/EFT transaction, point-of-sale ACH/EFT transfer, any cashier’s check, or other official institution check you have purchased from us. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or if stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).
- 17. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers’ everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders, and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Service. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer, or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and to analyze the performance of the Service. The following provisions in this Section apply to the Service:
- a. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third-party Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party Service Providers to provide similar fraud management and prevention services for services or websites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device.

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**18. Notices to Us Regarding the Service.** Except as otherwise stated below in Section 19 of the General Terms (Errors, Questions, and Complaints), notice to us concerning the Service may be made by visiting any of our locations, calling us at 800-233-2328, logging in to Online Banking and sending us a secured message, or by postal mail to: BECU, PO Box 97050, Seattle, WA 98124.

**19. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should contact us as soon as possible as set forth in Section 18 of the General Terms above.
- b. If you think your periodic statement for your Account is incorrect or you need more information about a transaction listed in the periodic statement for your Account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your Account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**20. Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to the Service, the technology related to the Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right, and license to use, reproduce, modify, adapt, publish, translate, publicly perform, and display, create derivative works from, and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**21. Links and Frames.** Links to other sites that may be provided on the Service are offered for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the Service. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Service. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Service may send cookies to users that we do not control. You may link to the home page of our Service. However, you may not link to other pages

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of our Service without our express written permission. You also may not “frame” material on our Service without our express written permission. We reserve the right to disable links from any third-party sites to the Service.

- 22. Remedies.** If we believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement, in the Business Account Agreement, or have otherwise breached your obligations under this Agreement or the Business Account Agreement, we may terminate, suspend, or limit your access to or use of the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to use of the Service for any reason or no reason and at any time. The remedies contained in this Section 21 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- 23. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement and the Business Account Agreement.
- 24. Law and Forum for Disputes.** This Agreement shall be governed by and construed in accordance with Washington State laws, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our Business Account Agreement with you states otherwise, you agree that any claim or dispute you may have against us must be resolved by a court located in King County. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 25. Indemnification.** You agree to defend, indemnify, and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorney’s fees) made or incurred by any third party due to or arising out of your breach of this Agreement, the Business Account Agreement, and/or your use of the Service.
- 26. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
- 27. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 28. Exclusions of Warranties.** THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.
- 29. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING

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LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

- 30. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and internet service fees that may be assessed by your telephone and internet Service Provider.
- 31. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 16 of the General Terms above.
- 32. CSR Assist.** We may, in our sole discretion, make available to you the ability to grant our employees and our Service Providers with real-time access to your sessions in connection with the Service (“CSR Assist”). You acknowledge and agree that any CSR Assist by our employees or our Service Providers will only be activated upon your authorization, which may be provided by you. Once CSR Assist is granted, it will be limited to the session then open by you at the time of the authorization. Each new session opened will require a new authorization for CSR Assist. You acknowledge that the purpose of CSR Assist is to provide assistance to you when troubleshooting systems questions presented by you to us or our Service Provider as it relates to the Service. You expressly agree that you will maintain a physical presence at the computer terminal to which CSR Assist is granted for the complete duration of the session. If you fail to maintain an authorized presence during the complete duration of the session, you assume all risk associated with unauthorized access to your information and the Services. In addition to the protections otherwise available to us under this Agreement, you agree to indemnify and hold us, our Affiliates, licensors, processors, third-party contractors and vendors, and their respective directors, officers, shareholders, employees, and agents, harmless from and against any and all claims, loss, or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of the CSR Assist.
- 33. Mobile Banking.** Mobile Banking provides wireless access to the Service, as well as the ability to deposit checks to your linked Accounts (“Mobile Deposit”). Additional Mobile Banking features may be added to or removed by us from time to time. Some Mobile Banking features may not be available without special application to and approval by us, may be limited to specific types of Accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated.
- a. **Access and Use.** To utilize Mobile Banking, you must download the BECU mobile application. Once you have downloaded the mobile application for Mobile Banking, designated Accounts linked to your Security Codes will be accessible through your wireless access device. Your wireless access device must be internet-enabled and connected to the internet through your mobile communications Service Provider. If you obtain a different wireless access device, you will be required to download and install software to that different wireless access device, under the same terms set forth in this Agreement, as amended. You agree to delete all such software from your wireless access device promptly if the licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for Mobile Banking by other licensors and third-parties. You agree to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of Mobile Banking and shall further prevent

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the use of Mobile Banking by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to Mobile Banking or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

- b. **Hardware and Software.** You are responsible for obtaining and maintaining the compatible wireless access device required to use Mobile Banking. To the extent Mobile Banking involves our having granted you software license (“software”) usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking in connection with your use in accordance with this Agreement. Mobile Banking does not involve the sale of software. Nothing in this Agreement will entitle you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software that had been downloaded to your wireless access device or otherwise in your possession and control as part of your access and use of Mobile Banking. You acknowledge that your license to use any software that may be required for Mobile Banking is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of Mobile Banking upon you affirming such licenses by the use of “I Accept” or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

## 34. Definitions.

- a. “Affiliates” are companies related by common ownership or control.
- b. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- c. “Eligible Transaction Account” is a transaction account “Account”. Depending on the Service, an Eligible Transaction Account may include a checking, money market, or other direct deposit account, credit card account, or debit card account, including any required routing information.
- d. “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- e. “Administrator” is a person who is able to provide Security Codes, to and establish access and use authority and/or limitations for Authorized Users.
- f. “Authorized User” is a person other than the Administrator who uses Security Codes to access the Service. The Administrator (and not us) controls the designation of Authorized Users and the access or other limitations placed on an Authorized User’s use of the Service.
- g. “Communication” means instructions and actions from you (or attributable to you under this Agreement) received by us through the Service.
- h. “Security Codes” are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Service. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you from time to time.

## Funds Transfer within BECU Additional Terms

1. **General.** Funds transfers within BECU include transfers between your Accounts and transfers between your Accounts and accounts belonging to other BECU members (Member to Member Transfers).
2. **Available Funds Required.** All transfers are subject to the availability of sufficient available funds to cover the scheduled Transfer Instruction on the scheduled transaction date. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Transfer Instruction may or may not be completed.
3. **Stopping Scheduled Transactions.** You may change or delete a pending Transfer Instruction before you have processed it. This means you can delete or change any scheduled Transfer Instruction, if you do so no later than the noted transfer cutoff time as displayed within the Service on the date the Transfer Instruction is scheduled to process.
4. **Losses.** We are not liable to you for any errors or losses in using the Service except where we fail to exercise ordinary care in processing any Transfer Instruction. Our liability in any case shall be limited to the amount of any



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money improperly transferred from your Account less any amount, which, even with the exercise of ordinary care, would have been lost.

5. **Transfers to other BECU Members.** When you use the Member-to-Member transfer function with the Service, you agree to the following:
  - a. You authorize the disclosure of your Account number on the periodic statement and the transfer of funds from your Eligible Transaction Account to the account of another BECU member.
  - b. You acknowledge that completed Transfer Instruction to another BECU member is final.
  - c. Member-to-Member Transfers cannot be set up for UTMA Accounts or Benevolent Accounts.
  - d. Member-to-Member Transfer Instructions will remain in effect until cancelled by you.
  - e. BECU reserves the right to cancel Member-to-Member Transfer Instructions at any time without notice for any reason whatsoever at our sole discretion.
  - f. Transfer made after 7:00 p.m. (PT) will post to the receiving member account immediately with the transfer dated the following Business Day.
  - g. It is your responsibility to determine what, if any, taxes apply to the transactions you make, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.
6. **Loan Payment.** When you use the Loan Payment function within the Service, you agree to the following:
  - a. *One-Time Payment.* You can use the Loan Payment feature to make “on-us” loan payments (“Loan Payment(s)”). The Loan Payment will be processed on the Loan Payment processing date (“Loan Payment Processing Date”); provided that the Loan Payment Processing Date selected by you is a Business Day and you submit your one-time Loan Transfer instruction prior to the Loan Payment cutoff hour for that date. If you select a Loan Payment Processing Date that is not a Business Day or submit your Loan Payment instruction after the Loan Payment cutoff hour for that date, then the Loan Payment Processing Date may be the next Business Day.
  - b. *Loan Payments.* You may designate the Loan Payment as a regular installment or an interest/principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and, as such, will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular installment payment, you are responsible for ensuring that you initiate a Loan Payment instruction in time for the payment to be received by us before its due date.
  - c. *Loan Payment Changes and Cancellation.* You may change or cancel a Loan Payment instruction via the Service as long as you submit the change or cancellation request by the Loan Payment cutoff hour for the Loan Payment Processing Date and you follow the instructions provided by the Loan Payment feature for changes and cancellations.
7. **Definitions.**
  - a. “Transfer Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
  - b. “Member-to-Member Transfers” refers to Transfer Instructions moving funds from your Eligible Transaction Accounts to an Eligible Transaction Account belonging to another BECU member.
  - c. “Loan Payment” refers to Transfer Instructions moving funds from your Eligible Transaction Account to your BECU Loan or Line of Credit.
  - d. “Loan Payment Processing Date” refers to the business date designated by you that funds will be moved from your Eligible Transaction Account to your BECU Loan or Line of Credit.

## Mobile Banking Deposit Additional Terms

1. **Services.** The Mobile Deposit Service (“Mobile Deposits”) are designed to allow you to make deposits to BECU checking, savings, or money market accounts from your mobile device by scanning checks and delivering the images and associated deposit information to BECU or its designated processor. You are liable for selecting the account into which you deposit the item. All deposits are final and BECU is under no obligation to reverse a deposit made to an account.
2. **Limitations of Service.** When using Mobile Deposits, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some Mobile

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Deposits have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue Mobile Deposits, in whole or in part, or your use of Mobile Deposits, in whole or in part, immediately and at any time without prior notice to you.

3. **Eligible Items.** You agree to deposit only checks (“Item” or “Items”) as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”). You agree that you will not use Mobile Deposits to deposit any Items from your mobile device as indicated below:
  - a. Items payable or negotiated to any person or entity other than you.
  - b. Items that have already been paid or negotiated.
  - c. Items containing obvious alteration to any of the fields on the front of the check or items, or which you know or suspect, or should have known or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - d. Items drawn on a financial institution located outside the United States.
  - e. Items not payable in United States currency.
  - f. Items dated more than six (6) months prior to the date of deposit.
  - g. Items prohibited from BECU’s current procedures related to the Services or which are otherwise not acceptable under the terms of your Account Agreement Booklet.
4. **Image Quality.** The image of an Item transmitted to BECU using Mobile Deposits must be legible. The image quality of the Items must comply with the requirements established by the Board of Governors of the Federal Reserve or any other regulatory agency, clearinghouse, or association.
5. **Endorsement.** You agree to endorse with a required restrictive endorsement all Items captured and submitted using Mobile Deposits. The required restrictive endorsement you agree to sign is: “For BECU Mobile Deposit Only” above your signature. If you deposit an Item that does not contain this required restrictive endorsement, BECU may, in our sole discretion, debit any of your accounts for the amount of the Item you deposit that is missing the required restrictive endorsement. This means that if you deposit an Item that does not contain the required restrictive endorsement, and if BECU decides to, in our sole discretion, for any reason whatsoever, we may debit any of your accounts you hold individually or jointly, even if the item was not deposited to such account.
6. **Receipt of Items.** We reserve the right to reject any Item transmitted through Mobile Deposit, at our sole discretion, without liability, for any reason whatsoever. We are not responsible for Items we do not receive or for images that are dropped during transmission. An image of Item(s) shall be deemed received when you receive a confirmation from BECU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
7. **Availability of Funds and Processing Time.** Items submitted through Mobile Deposits are subject to the funds availability policy in your Business Account Agreements Booklet applicable to the relevant Account. If we receive the image of an Item for deposit before 7 p.m. Pacific Time on a Business Day (as defined in the Business Account Agreements), we will consider that day the day of the deposit. If we receive the image of an Item for deposit on or after 7 p.m. Pacific Time on a Business Day or on a weekend or a non-Business Day, we will consider the next Business Day as the day of deposit.
8. **Disposal of Transmitted Items.** We will provide confirmation that we have received the image of the Item. Notwithstanding this fact, you agree to safeguard and keep the original Item for thirty days after you have transmitted the Item. After thirty days following the deposit using Mobile Deposits, you agree to mark the Item as “VOID” or properly dispose of it to ensure that it is not presented for deposit again. You will promptly provide any retained items, or a sufficient copy of the front and back of the Item, to BECU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for BECU’s audit purposes.
9. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposits and to modify the limits from time to time.
10. **Hardware and Software.** In order use Mobile Deposits, you must obtain and maintain, at your expense, compatible hardware and software from your mobile Service Provider that may be specified by BECU from time to time. BECU is not responsible for any third-party software you may need to use Mobile Deposits. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with your mobile Service Provider at the time of download and installation.

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- 11. Errors.** You agree to notify BECU of any suspected errors regarding Items deposited through Mobile Deposits right away, and in no event later than 30 days after the applicable BECU periodic statement is sent. Unless you notify BECU within 30 days, such statement regarding all deposits made through Mobile Deposits shall be deemed correct, and you are prohibited from bringing a claim against BECU for such alleged error. You are liable for selecting the account into which you deposit the Item and solely are responsible for any errors made during the account selection process. All deposits are final and BECU is under no obligation to reverse a deposit.
- 12. Presentment.** The manner in which the Items are cleared, presented for payment, and collected shall be in BECU's sole discretion subject to the Account Agreement Booklet governing your Account(s).
- 13. User Warranties and Indemnification.** You agree to do the following. In the event that you fail to do the following, you agree to be liable for the amount of the Item plus any subsequent costs and we may recover the amount of the Item plus any fees from any of your individual or joint accounts:
  - a. You will only transmit Eligible Items.
  - b. You will only transmit Items that meet the image quality standards.
  - c. You will not transmit duplicate Items.
  - d. You will ensure the Item is not re-deposited or re-presented.
  - e. You will endorse all deposited Items with a restrictive endorsement as displayed in number 6 of the list above.
  - f. You only provide accurate and true information to BECU.
  - g. You will comply with these Terms and Conditions and all applicable rules, laws, and regulations.
  - h. You will indemnify and hold harmless BECU from any loss for your breach of this warranty provision.