



## Business Member CEFCU On-Line® Internet Banking Agreement

You are requesting access to your CEFCU® Business accounts using CEFCU On-Line Internet Banking. For your account protection, you must choose and use a User ID and Password to access CEFCU On-Line. Your User ID and Password should be kept confidential.

By accepting this Agreement, you also confirm receipt of a copy of CEFCU's Business Services Deposit Account Agreement when signing the Signature Card applicable to the account(s) for which CEFCU On-Line is requested, you confirm receipt of a copy of the Business Member CEFCU On-Line Internet Banking Terms and Conditions Disclosure, which is attached, and having read this Agreement and Disclosure, you agree to the terms and provisions thereof. You also agree that as Business Member and Accountholder, you acknowledge that any CEFCU On-Line access that you provide for a person authorized by you to transact business on your account will permit them access to funds or information on your Business accounts, and agree to be liable for any transaction initiated by this person.

You agree that CEFCU and CEFCU's service providers may send you, by email and other methods, communications relating to CEFCU On-Line, including, without limitation, welcome messages, information, and requests for information relating to the use of CEFCU On-Line.

### **Business Member CEFCU On-Line Internet Banking Terms and Conditions Disclosure**

CEFCU offers its members the opportunity to initiate and perform electronic fund transfer transactions via its CEFCU On-Line Internet Banking program.

A personal computer or other Internet access device and modem with browser software that supports secure Socket Layer (SSL) and is 128-bit encryption (cipher level) enabled, a User ID, and a Password are required to initiate CEFCU On-Line transactions.

### **DISCLOSURE OF THE TYPE OF ELECTRONIC FUND TRANSFERS, THE DOLLAR AND FREQUENCY LIMITATIONS ON SUCH TRANSFERS, AND THE CHARGES IMPOSED ON ELECTRONIC FUND TRANSFERS FOR THE CEFCU ON-LINE INTERNET BANKING ELECTRONIC FUND TRANSFER PROGRAM:**

#### **CEFCU On-Line Transaction Program**

You may use your User ID, Password, and personal computer or other Internet access device and modem with browser software that supports SSL, and is 128-bit encryption-(cipher level) enabled to:

- (a) Initiate withdrawals by check payable to the Business Member on the account from your Savings accounts.
- (b) Initiate withdrawals if you have entered into an Easy Access Credit Line agreement or a Home Equity Credit Line agreement with CEFCU, by check payable to the Business Member on the account from the credit line established under any such agreement you may have made, subject to the terms and provisions of the applicable credit line agreement.
- (c) Initiate withdrawals if you have entered into a credit card agreement with CEFCU that permits cash advances using your Password, by check payable to the Business Member on the account as a cash advance on the Credit Card, provided that on any one calendar day the amount of any such withdrawals by check from your Credit Card account, together with any amount transferred from the Credit Card account to any CEFCU accounts, shall not exceed the **lesser** of the amount of your available authorized credit line or Five Hundred Dollars (\$500), with the Five Hundred Dollars (\$500) including all withdrawals or transfers using Money Center 24® Network ATMs, Cirrus® Network ATMs, NYCE® Network ATMs, CO-OP Network ATMs, Fast Track Teller (FTT) personal banking machines, the CEFCU On-Line Program, and the Touch-Tone Teller Program, subject to the terms and provisions of the credit card agreement.

- (d) Transfer funds from your Savings, Checking, or IMMA [transfers from IMMA must be a minimum of Two Hundred Dollars (\$200)] to your Savings, Checking, or IMMA or to a Deposit Only account that you have created in CEFCU On-Line that you executed for your Business account.
- (e) Transfer funds from your Savings, Checking, IMMA (transfers from IMMA must be a minimum of Two Hundred Dollars (\$200), Easy Access Credit Line (subject to the terms and provisions of the Easy Access Credit Line agreement), Home Equity Credit Line (subject to the terms and provisions of the Home Equity Credit Line agreement), or CEFCU-issued credit card accounts (on any single day, the transfer from your credit card account to any CEFCU accounts, together with any amount withdrawn by check payable to the Business Member on the account from the credit card account, shall not exceed the **lesser** of the amount of your available authorized credit line or Five Hundred Dollars (\$500), with the Five Hundred Dollars (\$500) including all withdrawals or transfers using Money Center 24 Network ATMs, Cirrus Network ATMs, NYCE Network ATMs, CO-OP Network ATMs, FTT personal banking machines, the CEFCU On-Line Program, and the Touch-Tone Teller Program), to your CEFCU Savings, Checking, IMMA, or any loan account, as well as to all of the foregoing types of accounts maintained with CEFCU by a member whose account you have designated as a Deposit Only account that you have created on CEFCU On-Line that you executed for your Business account, and to your external account held at another financial institution that you have created on CEFCU On-Line that you executed for your Business account (you must accept the online External Transfers Disclosure within CEFCU On-Line). Please refer to CEFCU's Rate & Fee Schedule regarding applicable External Account Transfer fees.
- (f) Transfer funds from your account held at another financial institution to your CEFCU Savings, Checking, IMMA, or any loan account.
- (g) Initiate a future-dated or regularly scheduled recurring transfer of funds, or modify, or terminate a previously-initiated regularly scheduled recurring transfer of funds from: your Savings, Checking, IMMA [transfers from IMMA must be a minimum of Two Hundred Dollars (\$200)], or, from your external account held at another financial institution that you have created on CEFCU On-Line that you executed for your Business account (you must accept the online External Transfers Disclosure within CEFCU On-Line), to your CEFCU Savings, Checking, IMMA, or any loan account, as well as to all of the foregoing types of accounts maintained with CEFCU by a member whose account you have designated as a Deposit Only account that you have created on CEFCU On-Line that you executed for your Business account, and to your external account held at another financial institution that you have created on CEFCU On-Line that you executed for your Business account (you must accept the online External Transfers Disclosure within CEFCU On-Line). Please refer to CEFCU's Rate & Fee Schedule regarding applicable External Account Transfer fees.
- (h) Initiate a stop payment order respecting a check or ACH transaction drawn on your Checking, IMMA, CEFCU Credit Card account, Easy Access Credit Line, or Home Equity Credit Line that will be effective as disclosed in this Disclosure.
- (i) Determine the balance in any of your CEFCU Business accounts.
- (j) Determine various account history information and other details concerning your CEFCU Business accounts.
- (k) Determine the available credit line, interest rate, and payment amount for any loan you have obtained from CEFCU.
- (l) Determine the maturity date on your Certificate accounts.
- (m) Request and view an eStatement for your CEFCU Business account (you must opt in and accept the online eStatement Agreement within CEFCU On-Line).
- (n) Opt out from receiving an eStatement for your CEFCU Business account.
- (o) Change your Business contact information, including your physical/ mailing address, phone number(s), and email address, but, excluding name changes, for your Business account.

- (p) Order checks for your Checking or IMMA accounts.
- (q) Create various account alerts and various reminders to be delivered to an email address(es) and internal message box within CEFCU On-Line that you have designated to receive your alerts/reminders.
- (r) Initiate secure message communication to CEFCU for information purposes only.
- (s) Obtain CEFCU news and marketing information.
- (t) Download your account information to various compatible financial software for register updating and account reconciliation.

You are limited in the number of transfers you may initiate using CEFCU On-Line on any one calendar day to a total of thirty (30).

You are limited in the number of withdrawals by check you may initiate using CEFCU On-Line on any one calendar day to a total of fifteen (15).

You are limited in the amount you may withdraw by check using CEFCU On-Line on any one calendar day to the **lesser** of the amount in your accounts or Ten Thousand Dollars (\$10,000).

You are limited in the amount you may transfer to/from an external account you hold at another financial institution using CEFCU On-Line on any one calendar day to a total of Ten Thousand Dollars (\$10,000) and on any one transaction for a total of Ten Thousand Dollars (\$10,000).

CEFCU reserves the right to reverse any transaction that would draw upon insufficient funds, lower an account below a required balance, or would exceed the allowable number of transactions.

If you have requested the Overdraft Transfer Plan for your CEFCU On-Line transactions, and CEFCU has approved your participation in that plan, and you initiate a CEFCU On-Line transaction which triggers that plan, CEFCU will charge you an Overdraft Transfer Fee as set forth in CEFCU's Rate Schedule to complete the transaction. Except for the Overdraft Transfer Fee, if you participate in the Overdraft Transfer Plan, there is no charge imposed by CEFCU on the electronic fund transfers you make using CEFCU On-Line, and there is no charge imposed by CEFCU on your right to make electronic funds transfers using CEFCU On-Line.

It is your responsibility to guard access through electronic means to your Business accounts by keeping your User ID and Password known to you alone. If you authorize another person to use your User ID and Password, you are assuming total liability. Also, if you entitle another user to view and/or transact upon your Business account via CEFCU On-Line, you are assuming total liability. You also agree to notify CEFCU when you revoke this authorization, and/or you agree to revoke entitlement of another user via CEFCU On-Line when you wish to end his/her viewing and/or transaction capability on your Business account.

CEFCU reserves the right to revoke your right to participate in CEFCU On-Line.

### **Business Day Disclosure**

Our business days are Monday through Friday. Holidays are not included.

### **Liability Disclosure**

If you believe your CEFCU On-Line User ID or Password has been lost or stolen or if you believe that someone has transferred or may transfer money from your CEFCU Business account without your permission, call us immediately at 309.633.7000, or 1.800.633.7077. You may also write us at CEFCU, Post Office Box 1715, Peoria, Illinois 61656-1715.

If more than one person is authorized to use your CEFCU On-Line and Password to initiate and perform transactions

and one of such persons initiates a transfer which causes loss to CEFCU which that person does not reimburse to CEFCU, CEFCU may debit any other account maintained with CEFCU by that person or by any other person named as a member on that account for the purpose of reimbursing CEFCU that unreimbursed loss.

### **Error Resolution Disclosure**

Telephone us at 309).633.7171 or 1.800.633.7077, ext. 37171 or write us at CEFCU, Post Office Box 1715, Peoria, Illinois 61656-1715, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and your CEFCU Business account number.
- (2) Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

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

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

### **Disclosure of Liability for Failure to Make Transfers**

If CEFCU does not properly complete a transfer to or from your Business account on time or in the correct amount or does not send a payment on time according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable, for instance:

- (a) if, through no fault of ours, you do not have enough money in your account to make the transfer;
- (b) if the transfer would go over the credit limit of your overdraft line, if you have one;
- (c) if your personal computer, browser, operating system, or other Internet access device or modem was not working properly, and you knew about the breakdown when you started your transfer; or
- (d) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

### **Disclosure of Information to Third Parties**

CEFCU will disclose information to third parties about your account or the transfers you make:

- (a) where it is necessary for completing transfers;
- (b) where it is necessary to effect, administer, or enforce a transaction requested or authorized by you or in connection with servicing or processing a financial product or service requested by you or maintaining or servicing your account;
- (c) in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant;
- (d) in order to comply with lawfully issued subpoenas, summonses, warrants, or court orders after mailing a copy to you (unless CEFCU is specifically prohibited from so notifying you);
- (e) in order to assist appropriate law enforcement agencies investigations when CEFCU reasonably believes it has been the victim of a crime;
- (f) in order to investigate errors you identify for us in accordance with the Error Resolution Disclosure;
- (g) in the regular course of exchanging credit information with other financial institutions or commercial enterprises, directly or through a consumer reporting agency; or
- (h) if you give us your written permission.

### **Statement Disclosure**

You will get an account statement for your Business account monthly. For other accounts, you will get a monthly statement unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.

If you have not agreed to accept eStatements via CEFCU On-Line, we will mail each statement to you at the last address shown on CEFCU's account records. However, if a statement is returned to CEFCU because the address is incorrect, or you moved without giving notice of your forwarding address, you instruct CEFCU to hold all subsequent statements until you call for them and/or you notify CEFCU of your change of address. So long as CEFCU holds the subsequent statements, the statements held will be made available to you on the date the statements would have been mailed to you and that date will be deemed the mailing date of the statement.

### **Disclosure of Matters Applicable to Certain Business Transactions Involving Other Member Accounts**

Your Business Savings, Checking or IMMA is not a consumer account. The transactions that you initiate to your Business accounts or involving your Business accounts do not involve a consumer account and neither The Electronic Fund Transfer Act ("Act") nor Regulation E adopted by the Board of Governors of the Federal Reserve System pursuant to that Act apply to such transactions. However, in the event such a transaction involves a transfer to an account that is a consumer account under the Act and Regulation E, such a transfer may constitute a transaction that is subject to the Act and Regulation E. The following disclosures apply to any such transaction:

You will have no loss if someone used your User ID or Password without your permission. However, there may be one exception. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.