



Business Online Banking Agreement and Disclosure

Electronic banking services offered by FORUM Credit Union

Electronic Fund Transfers Agreement

The Electronic Fund Transfers Agreement and Disclosure is the contract, which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by FORUM Credit Union (Credit Union). In this Agreement, the words “you”, “your”, and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B – Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A “remittance transfer” is an electronic transfer of funds of more than \$15.00, which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

Business Online Banking Agreement

Coverage. This agreement applies to FORUM’s Business Online Banking services also referred to as “internet banking”, which permits accountholders &/or authorized users access to FORUM business accounts via the Internet for services selected by the accountholder and agreed upon by the Credit Union.

Enrollment Application. To establish Business Online Banking, you must complete the *Business Online Banking Application Enrollment Form* “enrollment form” evidencing your desire to access your accounts using Business Online Banking and identifying the specific accounts that will be accessible. Your signature on the enrollment form constitutes your agreement to the terms of this Agreement. Additional information relating to Business Online Banking are included in the Business Online Banking online manual or via instructions provided to you by the Credit Union.

Responsibility. You are responsible for selecting all systems, hardware, and your Internet provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice Internet provider and systems and computer services. FORUM has no responsibility or liability for services selected by you. Business Online Banking is provided “AS IS” without warranty of any kind, express or implied. Use of Business Online Banking service is at your sole risk. FORUM does not warrant Business Online Banking will be uninterrupted or error free, nor do we make any warranty as to any results that may be obtained by use of Business Online Banking. We make no other warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, in relation to Business Online Banking.

Access Codes. You agree to identify in the Application Enrollment form a person to be your authorized Administrator. FORUM will issue an access code “password” to the Administrator, which will allow the authorized Administrator to access all of the services available to you via Business Online Banking. You understand and agree that upon receipt of the initial access code the authorized Administrator will have full access to perform all of the services we provide to you via Business Online Banking. You understand agree the authorized Administrator has the authority to assign access codes to other persons, to identify and assign services that may be performed using each access code, and to amend and revoke assigned access codes and the services assigned.

Security of Access Codes. You and any named Administrator “they” are responsible for maintaining the confidentiality of the access codes “passwords”. You and your Administrator understand and agree that you/they are responsible for all transactions transacted using assigned access codes. You/They agree to disclose access codes only to those individuals authorized to use Business Online Banking or a particular level of services within Business Online Banking. You/They agree and understand any person to whom you/they disclose access codes and anyone who has access to Business Online Banking will have full access to the services, which can be performed within Business Online banking along with full access to your Accounts. A person’s authority/access will be limited only to the extent that the access code was established with limitations on the services that could be performed with the access code. FORUM is entitled to presume all communications and activity containing proper access codes are authorized and to act upon those communications. You further agree you will be bound by any transaction performed by any person using that access code. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Business Online Banking or disclosure of any confidential information or instructions of yours by your employees, agents or other third parties that gain access to your access code. The use of the access code as a security measure supersedes any other security procedures in Agreements you have with us relating to funds transfers such as Wire Transfers or ACH.

Business Days. FORUM Credit Union business days are Monday through Friday, excluding holidays.

Processing. FORUM can process funds transfers on the same business day as your instruction. If we receive your instruction after the end of our business day, we may process the transaction on our next business day. If you schedule a funds transfer for a future date, we may process the transaction after the close of business on that date, if that day is a business day. If the date you request for a future funds transfer is not a business day, we may process the transaction on the business day immediately preceding the date you have requested. If you schedule a reoccurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

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

Inactivity. Your Business Online Banking access will be considered "Inactive" after a period of 180 days without a log in. You may be required to re-enroll in Business Online Banking after your account has been deactivated.

Functions. You may use Business Online Banking to perform the following functions: (not all functions available to each individual enrollee, services must be enrolled to be accessible)

- View Account(s) Information
- Transfer funds among your business deposit accounts held with FORUM
- Transfer funds from your business line of credit to your deposit account(s)
- Make payments from deposit accounts to your loan accounts held with FORUM
- Initiate stop payment orders

Additional functions may be made available from time to time, subject to the terms and conditions of this Agreement. Funds transfers are subject to availability of funds and for security reason; there are other limits on the number of transfers you may make through Business Online Banking.

Funds Transfer Cancellation. You may cancel or change a funds transfer by selecting and accurately completing the appropriate fields from the Funds Transfer menu at least three (3) business days before the day the funds transfer is to be processed, contact Member Services via telephone at 317.558.6299 or 1.800.382.5414 ext. 6299, or write to; FORUM Credit Union, Attention: Business Online Banking, P.O. Box 50738, Indianapolis, Indiana 46250 within a reasonable amount of time, minimum three (3) business days, to allow for us to receive your request and act on your request. If your cancellation request is made via telephone, we may request written confirmation be sent to us within fourteen (14) days of your call.

Stop Payments (ACH or EFT). You may request a stop payment on any ACH or EFT prearranged transfer or debit out of your account for money you owe to others. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the debit or transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. If you order us to stop payment of a preauthorized debit or transfer, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it.

Stop Payments (Checks or Drafts). You may request a stop payment on any check or draft drawn on your account. The order must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union to properly identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we re-credit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft to assist us in any legal action.

- **Duration of Check or Draft Stop Order:** Effective for six (6) months and may be renewed for additional six month periods by requesting in writing that the stop payment order be renewed with a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

If we fail to cancel or stop any funds transfer and/or check, we have all of the rights given to use under our Business Membership and Account Agreement to which you agreed upon at the time of account opening.

Transfer Limitations. For all savings and money market accounts, you may make no more than six transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or

internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar card as outlined within Regulation D. If you exceed these limitations, your account may be subject to a fee per transaction, the transaction returned and/or closure of your account.

- **Types of transactions subject to transfer limitations (Regulation D):**
 - Electronic transfers via Business Online Banking and Tellerphone
 - Overdraft transfers
 - Preauthorized Debits (ACH)
 - Preauthorized Transfers (Third Party and FORUM)

- **If you reach your Regulation D limit prior to month end, and require a transfer from savings:**
 - Request a transfer in person at a FORUM Credit Union branch location
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 - Perform a transfer via ATM. (A fee may be incurred at a non-FORUM ATM)
 - Mail a written request to:
 - FORUM Credit Union Member Services, P.O. Box 50738, Indianapolis, IN 46250

Overdrafts. When you schedule a funds transfer using the Business Online Banking, you authorize us to withdraw the necessary funds from your designated Account with us. We deduct the amount of your funds transfer from your designated Account on the date we process your instruction. Each instruction to us to withdraw or transfer from an Account is an order to us to pay from that Account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the Account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your Account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement.

Transfer Obligation. FORUM Credit Union is not obligated to make any transfer:

- If, through no fault of ours, your Account does not contain sufficient collected funds to make the transfer.
- If the money in your Account is subject to legal process or other encumbrances restricting the transfer.
- If the transfer would go over the credit limit on your overdraft credit plan, if any.
- If a transfer system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer or use of Business Online Banking despite reasonable precautions that we have taken.
- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- If you have not properly followed the instructions for using the Business Online Banking.
- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, Business Online Banking provider, computer, computer virus or other problems relating to the computer equipment you use with the Business Online Banking, including, without limitation, your inability to access Business Online Banking or any part of Business Online Banking.
- For a failure to provide access or for interruptions in access to the Business Online Banking due to Business Online Banking system failure.

Termination of CU Online Electronic Banking Services. You may terminate this Agreement or any service under this Agreement at any time by notifying us in writing and stopping your use of any access code. FORUM reserves the right to terminate this agreement at any time by notifying you orally or in writing. We may also program our system not to accept your access code for any service(s). Whether you or FORUM terminates this Agreement, the terminations shall not affect your account(s) obligations under this Agreement for any transactions or transfers made prior to termination.

Notices. All notices from the Credit Union will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Any written notice you give to us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

Fees. Fees for the use of Business Online Banking services are disclosed within agreements executed upon implementation. From time to time, the fees may be changed, and we will notify you of any changes in fees as required by law. Please refer to "Business Fee Schedule" for questions relating to applicable fees.

Errors and/or Questions. In the case of an error and/or question about your electronic funds transfers, transfers, payments, or if you believe unauthorized access has been made, you must notify the Credit Union by one of the following methods:

1. Telephone us at 317.558.6299 or 1.800.382.5414 extension 6299 during regular business hours
2. Write Us at FORUM Credit Union, P.O. Box 50738, Indianapolis, Indiana 46250, ATTN: Commercial Group Operations

If you believe your statement contains errors or you need additional information about a transaction or transfer listed on your statement, we must hear from you no later than 60 days after you receive your first statement on which the error appeared.

You must:

1. Provide us with your name and account number
2. Describe the error, transaction or transfer you are questioning
3. Explain as clearly as possible why you believe there is an error or why you need additional information
4. Provide the confirmation number of the transaction (if available) and;
5. Provide the dollar amount of the suspected error

If you tell us orally, we may require you send us your complaint or question in writing within 10 business days. We will determine whether an error has occurred within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

General Legal Information.

Disclosure of account information to third parties. We will disclose information to third parties about your account or the transfers you make only in the following situations: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; (3) in order to comply with a governmental agency or court orders; (4) if you give us your written permission.

Merchant or Payee Limitation. FORUM Credit Union reserves the right to refuse to pay any person or entity to whom you may direct a payment. We are obligated to notify you promptly if we refuse to pay a person or entity designated by you. **Notice is not required if you attempt to pay tax or court related payments, which are prohibited as outlined and agreed upon during enrollment in Bill Payment Services.**

Disputes. In the event of a dispute regarding Business Online Banking electronic services, you agree to resolve the dispute as outlined within the Business Membership Agreement and Disclosures.

Data Recording. Communication or information you provide to FORUM may be recorded or otherwise retained by use or our service provider. You consent to such recording or other retention. Without limiting the above, you agree that we may record the conversations our employees or agents have with you or your agents to ensure your instructions are followed and monitor quality of service and accuracy.

No Waiver. FORUM Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized Officer of the Credit Union.

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

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