



Business Online and Mobile Banking Agreement

This Agreement ("Agreement") covers your use of Credit Union West's Business Online and Mobile Banking Platform.

General

By using this service, you agree to all the terms and conditions outlined in this Agreement, including amendments made from time to time. You will be notified of changes via email, secure message, or posted updates on our website. Continued use of the Service after such notification constitutes your acceptance of the revised terms. All activity conducted within the Business Online or Mobile Banking Platform is also subject to the terms of the Business Membership Agreement, applicable account agreements or disclosures. Any special account services to which you have subscribed or may subscribe in the future (e.g., ACH, payroll, Treasury Management Services or electronic tax payments) will be governed by those respective agreements and subject to the current Business Fee Schedule.

Definitions

The terms **"you," "your,"** and **"member"** refer to the business, organization, association, or public entity, as well as any authorized users who enroll in or use the Service. This includes individuals authorized under the Business Membership Agreement or granted access through entitlements designated by the member.

The terms **"we," "us," "our"** and **"Credit Union"** mean Credit Union West.

The term **"Account"** means any accounts you have with Credit Union West.

The term **"Authorized Signer"** means the person(s) authorized under the Business Membership Agreement and designated on the account with signing authority.

The term **"Primary User"** means the individual operating as the control prong of the account who is responsible for assigning administrators and/or other users and managing access and limits through entitlements provided by this Service.

The term **"User"** means any individual authorized by the Primary User or an Administrator to access and use this service.

The term **"Entitlements"** means the specific permissions, transaction capabilities, and authority levels—including monetary and non-monetary functions—granted by the Primary User to each User utilizing this Service and access to the account(s) within Business Online or Mobile Banking.

The term **"Service"** means the Business Online and Mobile Banking platform provided by the Credit Union. This Service allows authorized business users to access eligible business accounts and perform a range of financial activities, including but not limited to: viewing account balances and transaction history, initiating internal transfers, setting up alerts, managing user permissions, and utilizing available payment services. Access to specific features may vary based on enrollment, service agreements, or user entitlements, and may be subject to additional terms and fees. The Credit Union may change, add or remove services at any time.

Using Business Online or Mobile Banking

To access and use the Service, you must have a compatible computer or mobile device with internet access. You are solely responsible for the installation, maintenance, and operation of any hardware, software, and internet services necessary to use the Service.

The Credit Union is not responsible for any technical issues beyond its control, including scheduled maintenance, unexpected service interruptions, or errors related to telephone, cable, or internet service providers, hardware or software malfunctions, or malware/viruses affecting your device. We do not provide diagnostic assistance or technical support for your personal systems or equipment.

Certain services or features available through Online and Mobile Banking, such as Remote Check Deposit, Bill Pay, or Account Aggregation, may be provided by third-party service providers under separate terms and privacy policies. The Credit Union is not responsible for the accuracy or performance of these third-party services beyond our contractual obligations.

Access

You hereby authorize the Credit Union to issue a username and password to the Primary User for use of the Service as set forth in this Agreement, which the Credit Union may amend from time to time. The Primary User must be an authorized signer on the Business Account as established by the Business Membership Account Agreement. The Primary User is also an Authorized Signer. The Primary User will empower the Company User(s) through Entitlements.

The Primary User will have authority to issue and maintain all username(s), password(s), and account activity levels when assigning limits or permissions (Entitlements) within the Service, you are encouraged to design your transaction and operational processes with appropriate internal controls. The Primary User should review entitlements regularly and implement least-privilege access as a best business practice. This includes establishing a clear segregation of duties so that no single user can initiate, approve, execute, and record a transaction in a way that could facilitate or conceal fraudulent activity.

The Primary User is responsible for establishing transaction limits for each User, including limits related to transfers, ACH, payroll, Treasury Management Services, and electronic tax payments. These limits may be adjusted by the Primary User, provided they do not exceed the maximum limits established by the Credit Union. The Credit Union reserves the right to modify transactional limits at its discretion.

You acknowledge that any internal business requirements for multiple signatures on checks or fund transfers do not apply to transactions initiated through the Service, including ACH, payroll, Fedwire, or electronic tax payments. Additionally, any limitations on individual or joint authority to transfer funds under other credit union agreements do not apply when using this Service.

Security

To enroll in Business Online and Mobile Banking, you must provide your member number, your Tax Identification Number and/or Social Security Number, and at least two of the optional fields on the registration screen. Once authenticated by our system, you will create a unique username and password for the Primary User. Going forward, access to your accounts will require entry of your username and password.

Usernames and passwords must meet the security standards we establish. These requirements will be available for your reference whenever you create or change a username or password. We may, at our discretion, require you to update your credentials at any time to comply with new or updated security standards. You are solely responsible for maintaining the confidentiality of your credentials and agree to notify us immediately if you believe your login information has been lost, stolen or compromised in any way. In the event of a suspected security breach involving your credentials, systems, or any User account, you must notify us immediately.

The Credit Union reserves the right to suspend access to the Service while we investigate any reported

incident or suspicious activity. You agree to cooperate fully with any Credit Union investigation, and you acknowledge that failure to do so may limit our ability to limit losses or restore access.

You authorize the Credit Union to process all transactions and instructions received from any User who logs in using a valid username and password issued or permitted by you through Entitlements. Unless and until you notify us of unauthorized use and we have had a reasonable opportunity to act on your notice, we are under no obligation to obtain secondary verification for such instructions.

The Credit Union is not responsible for reviewing or monitoring transactions made using valid credentials, including those that may involve unauthorized or inappropriate use of business funds for personal or other purposes. If you provide a User with valid login credentials that permit access to transact on your account, you agree to indemnify and hold the Credit Union harmless from any resulting losses or liabilities, even if the transactions were not expressly authorized by you.

You are responsible for promptly reviewing all account activity and transaction records made available to you, whether in paper or electronic form, and for reporting any discrepancies or unauthorized activity to us without delay.

Because the Service is accessed over the Internet, a public network beyond our control, you are responsible for ensuring that any computer or device used to access the Service is secure and protected from viruses, malware, and other security threats. This includes regularly updating browsers, applying security patches, and using antivirus and firewall protection.

The website for accessing the Service is www.cuwest.org. You agree to regularly review account activity and monitor all transactions initiated through the Service. If you become aware of, or suspect any unauthorized access to the Business Online and Mobile Banking platform, the website, or any unauthorized transaction or instruction, you must notify us immediately.

You also agree to cooperate fully with any investigation or review we conduct related to suspected unauthorized or erroneous transactions, and you authorize us to review your relevant records for this purpose. Failure to comply with these security responsibilities may hinder our ability to resolve any claims related to such transactions.

Multi-Factor Authentication (MFA)

Multi-factor authentication (MFA) is a security feature that requires users to verify their identity using more than one method. By supplementing standard credentials (like a username and password), MFA provides an added layer of protection—particularly for high-risk transactions.

Our Business Online and Mobile Banking platform supports the following MFA options:

- SMS (text message)
- Voice call
- Email
- TOTP (Time-based One-Time Password)

MFA may be triggered when performing high-risk actions, such as adding an ACH recipient or completing certain transfers and bill payments.

This multi-layered security approach helps protect you against identity theft and other forms of online fraud. When you log in from an unrecognized device, you'll be prompted to complete MFA. Once verified, you can choose to register the device to avoid MFA prompts on future logins from that device.

Please note:

- If you enable mandatory MFA at every login, the "Remember This Device" option will not appear
- We do not recommend registering public or shared devices

- The Credit Union will never ask you for your MFA code, do not share this code with anyone

Password Security

You are responsible for safeguarding your password. You agree not to disclose or otherwise make your password available to anyone who is not an authorized user on your accounts. You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use this Service or relinquish your username and password, you are responsible for any transactions they authorize or conduct on any of your accounts.

Audit Review

You acknowledge that your business is subject to periodic audit reviews conducted by us, at our sole discretion and in accordance with our established auditing standards. Upon our request, you agree to provide any information, documentation, or assistance we reasonably require for completing such reviews.

Failure to meet our audit criteria or to provide the requested information or cooperation in a timely manner will be considered a breach of this Agreement. In such cases, we reserve the right to suspend or terminate your access to the Service without prior notice.

Types of Transactions

At this time, you may use this Service to perform the transactions listed below. Certain transactions and/or services may not be available with Mobile Banking.

- Review account balances and transaction history
- Transfer funds within your account and make loan payments
- Account to Account transfer to other Credit Union member savings, checking or loan accounts
- Transfers to or from externally linked accounts via ACH are not available through the standard Business Online Banking Service. These capabilities may be offered separately through a third-party service, such as Treasury Management, and may be subject to additional enrollment requirements and fees
- Transfers from a linked consumer account to the business account may be permitted through cross-account access; however, other types of access to consumer accounts from the business profile, including transfers or viewing privileges, are not available
- Schedule one-time or recurring transfers in the future
- View, save or print account statements, check copies, or tax notices (must be enrolled in eStatements)
- Review Credit Union credit card balances and transactions
- Make a transfer payment from a Credit Union savings or checking account to your Credit Union credit card account
- Set up notifications based on account balances, completed transfers, cleared checks, etc.
- Export transactions in CSV or QFX file format
- Submit address, phone or email changes, or stop payment requests
- Utilize other enhancements, transactions, inquiries or calculations that may be made available through this Service from time to time

Bill Pay, Account Aggregation and Remote Check Deposit

Business Online and Mobile Banking may also offer Bill Pay, Account Aggregation and Remote Check Deposit.

- Bill Pay Service allows you to pay an unlimited number of bills online. Standard delivery of bills is free. Expedited options will incur charges.
- Account Aggregation allows your Online Banking to become a "hub" for your finances. You can check account balances, transactions, create budgets and use other financial tools to manage all your financial accounts.
- Remote Check Deposit Service allows you to deposit checks remotely by using the camera feature on your mobile device.

**The above services may have separate user agreements.*

Transfers

You may make unlimited electronic withdrawals and/or transfers from a savings or money market account to include transfers or withdrawals made through Business Online or Mobile Banking, and automatic payments or withdrawals. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our option.

The Credit Union may, at its discretion, approve a transaction that takes an account balance negative, which could incur a Overdraft Privilege Fee as found on the current applicable Consumer or Business Fee Schedule. The Credit Union also reserves the right to refuse a transaction that would result in insufficient funds, draw on unavailable funds, or take an account below a required minimum balance.

eStatements and Electronic Notices

When you register for this Service, you may consent to receive your periodic account statements online through our eStatement service from this point forward. Your eStatements may include the periodic account and transaction activity for your deposit, loan and credit card accounts; notices for insufficient funds, certificate maturity, and other similar account notices; year-end tax statements for dividends earned and mortgage interest paid; and any disclosures.

eStatements and notices are accessed by signing on to Business Online or Mobile Banking. We will send you an email whenever a monthly statement, account notice, or tax form is available for review. You will be able to access statements and other documents online for a period of 18 months. You also have the option to download or print the documents for future reference.

You have the right to request and receive your account statements and other documents in paper form. You may withdraw your consent to receive eStatements at any time. Please note that a monthly fee applies for receiving paper statements.

Account Information Available

Business Online Banking and Mobile Banking maintains 25 months of transaction history for all accounts. Account balance, transaction, or history information is limited to available information. Accounts may show an Account Balance and a different Available Balance as a result of pending transactions or funds availability.

Liability for Unauthorized Access

Tell us at once if you believe your password has been lost or stolen, or an unauthorized person has obtained access to your account(s) without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum Overdraft Privilege Limit). If you believe anyone has used your password or accessed your accounts through this Service without your authorization, please call us immediately at the contact information provided below.

You agree that the security procedures used by The Credit Union, including credentials and multi-factor authentication, are commercially reasonable and sufficient for your business needs

Regulation E Disclosure and Limitation for Business Accounts

Electronic Fund Transfers – Consumer Protections Not Applicable to Business Accounts

You understand and agree that the protections and rights provided under the **Electronic Fund Transfer Act (EFTA) and Regulation E** apply only to **consumer accounts**, which are accounts established primarily for personal, family, or household purposes. Because your account is a business account and is not established primarily for personal, family, or household purposes, transactions through the Online Banking system or associated electronic fund transfers are **not covered by Regulation E**.

Accordingly:

- You agree that **you are solely responsible for all electronic fund transfers** initiated through the Business Online Banking system, including any unauthorized or erroneous transactions.
- You must take **reasonable precautions** to protect your access credentials and ensure the security of your systems.
- In the event you believe that an unauthorized transaction has occurred, you must **notify us immediately** in writing. We will investigate such matters at our discretion, but we are **not obligated under Regulation E** to reimburse you for any losses unless otherwise provided under the terms of this agreement or as required by applicable law.

We may, in our sole discretion and without waiving any rights, apply **Regulation E-like procedures** to investigate certain disputed transactions, but we reserve the right to determine whether and to what extent any reimbursement is provided.

If any consumer account is linked or accessed through your Business Online Banking profile, please note that **Regulation E protections may apply solely to those linked consumer accounts**. In such cases, a separate consumer agreement disclosure will govern those transactions.

Business Hours

The Credit Union is open Monday through Friday from 8:00 a.m. to 5:00 p.m. MST excluding Federal Reserve holidays. Visit www.cuwest.org/locations for a listing of our branch locations and hours.

Stop Payments

You may use this service to place a stop payment on a check or range of checks drawn on your Credit Union account. Stop payments on checks are not guaranteed until 48 hours after the date of request. A fee will be charged to your account as listed in the current applicable Consumer or Business Fee Schedule.

Credit Union West's Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, we will not be liable:

- If you do not have adequate funds in your account to complete a transaction, your account is closed, the transaction amount would exceed your credit limit on a line of credit, or
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If your computer fails or malfunctions, if circumstances beyond our control (such as fire, flood, telephone outages, postal strikes, equipment or power failure) prevent making the transaction, or
- If Business Online or Mobile Banking is not working properly and the problem would have been apparent when you attempted the transaction.
- If you have not given complete, correct and current instructions.
- If there are other reasonable exceptions.

Fees and Charges

There is no fee to use this service. However, charges may apply based on your account type or for optional services (e.g., Treasury Management). Certain transactions or transfers may also be subject to fees, as outlined in the current applicable Consumer or Business Fee Schedule.

Account Information Disclosure

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

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- To comply with government agency or court orders, or
- If you give us your written permission.

Please refer to our Privacy Policy found online at <https://www.cuwest.org/resources/disclosures/membership-and-account-agreements> for additional details.

Termination of Online or Mobile Banking Services

We may terminate your use of Business Online or Mobile Banking if you or any authorized user of your account or password breaches this or any other agreement with us; or if we have reason to believe there has been unauthorized use of your account or password.

You or any other party to your account can terminate your use of Business Online or Mobile Banking by calling or writing to us. However, termination of the Service will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. Additionally, if you fail to log-in to this Service within a one-year time frame, you will be deleted and any pending scheduled transactions will be canceled, without further notice, at the time you are deleted from the Service.

Contact Information

Credit Union West

PO Box 7600

Glendale, AZ 85312-7600

Phone: 602.631.3200 or 800.621.0287 (outside Maricopa County)