

**St. Mary's Bank****ONLINE BANKING ACCESS AGREEMENT  
Business Accounts Only****ATTENTION. PLEASE READ CAREFULLY**

This Online Banking Access Agreement (this "Agreement") applies to any online banking service that Member receives from St. Mary's Bank related to Member's Eligible Account. This Agreement outlines the terms and conditions for accessing and utilizing Member's Eligible Accounts via Internet Banking ("St. Mary's Online Banking" or "Online Banking"). The authorized representative of Member agrees that he or she is authorized by Member to bind Member to the terms of this Agreement and upon entering Member's Online Banking ID (also known as "Username") and Password, and logging in on behalf of Member to St. Mary's Online Banking, Member is bound to the terms of this Agreement. If Member does not agree with the terms and conditions of this Agreement, then Member may not use St. Mary's Online Banking. This Agreement, as may be amended from time to time at the sole discretion of St. Mary's Bank, shall remain in effect for any and all future St. Mary's Online Banking by Member.

This Agreement does not replace and is in addition to any other account disclosures or terms and conditions that Member has agreed to with St. Mary's Bank. Member's Credit Account(s) and Deposit Account(s) are also governed by the terms of any credit agreement that Member signed, as well as any additional agreements, terms and conditions to which Member agreed to when Member established their Credit Account or Deposit Account. Any issue relating to an account or service with the Credit Union that Member accesses through a third party provider (such as Bill Pay Service) under a separate agreement shall also be governed by the terms of such separate agreement for that account or service. Access to Member's Business Accounts via St. Mary's Online Banking is required in order for Member to receive eStatements and/or eNotices. In the event of a conflict or inconsistency between the terms of this Agreement and the terms of any other agreement between Member and St. Mary's Bank, this Agreement shall prevail in regards to Services provided by St. Mary's Bank to Member.

Member should retain a copy of this Agreement by printing or storing a copy of this Agreement for his or her records. If Member is unable to print or store a copy of this Agreement, please call us and we will mail a paper copy to Member.

**GENERAL DEFINITIONS**

Terms not defined in the applicable section of this Agreement shall be defined below.

- The term "ACH" means Automated Clearing House.
- The terms "Authorized Account" means Business Account(s) authorized by St. Mary's Bank and Member to participate in Online Banking including Positive Pay Services.
- The term "Authorized Business User(s)" means representatives of Member who are authorized by Member to use the Business Account and Services on behalf of Member and bind Member to such Authorized Business User(s) actions.
- The term "Available Funds" means funds on deposit in an Authorized Business Account and available for withdrawal pursuant to Regulation CC, the Credit Union's applicable funds availability schedule and policies as described in the current Information Concerning Your Accounts disclosure.
- The term "Business Account(s)" means both the Deposit Account(s) and the Credit Account(s) that are enrolled in St. Mary's Online Banking that are used for business purposes only and are not used for personal, family or household purposes. Sole proprietor accounts are considered Business Accounts and are subject to all applicable restrictions.
- The term "Business Day" means every day except Saturdays, Sundays and federally recognized holidays.
- The term "Credit Account(s)" means a business overdraft protection, loan, credit card or other credit accounts that a Member may have with St. Mary's Bank.
- The term "Deposit Account(s)" means a checking account, money market account, savings account, certificate of deposit, or other deposit account that a Member may have with St. Mary's Bank.

- The term “Electronic Funds Transfer” means the electronic transfer of money from one bank account to another, either within a single financial institution or across multiple institutions using computer-based systems.
- The term “Eligible Account(s)” means any Deposit or Credit Account accessible using Online Banking.
- The term “Exception Check” means a Presented Check that does not match a check included in an Issued Item File.
- The term “Exception ACH Debit” means a Presented ACH Debit that does not match the Pre-Authorized ACH Debit Rules defined by Member.
- The term “Exception Wire” means a Presented Wire that does not match the originated wire transfer authorized by Member.
- The term “Exception Report(s)” means an electronic notification from the Positive Pay Service of any Exception Checks, or ACH debits presented for payment that do not exactly match an item shown on an Issued Item File.
- The words “Member” refers to the business entity, whether one or more, or any others representatives/employees are authorized on behalf of Member to use St. Mary’s Online Banking. The term Member includes its Authorized Business Users. Member is responsible to ensure that its Authorized Business Users abide by the terms of this Agreement and Member shall be liable and shall indemnify, defend, and hold harmless the Credit Union from all damages resulting from its Authorized Business Users’ breach, acts and omissions.
- The term “Pay Request” means the instructions of Member to the Credit Union requesting the Credit Union to pay an Exception Check, ACH debit or wire.
- The term “Pre-Authorized ACH Debit Rules” means the rules that are established by Member in the Positive Pay Service, which may include, without limitation, the maximum allowed dollar amount, originating company information, or standard entry class code.
- The term “Presented Check” means a check drawn on an Authorized Account and presented to the Credit Union for payment.
- The term “Presented ACH Debit” means an ACH debit processed to an Authorized Account and presented to the Credit Union for payment.
- The term “Presented Wire” means a wire transfer processed to an Authorized Account and presented to the Credit Union for payment.
- The term “Return Request” means the instructions of Member to the Credit Union instructing the Credit Union not to pay an Exception Check or ACH debit.
- The term “Service(s)” means all services available using St. Mary’s Bank Online Banking.
- The term “Transaction(s)” means any transaction initiated through Online Banking.
- The words “we,” “us,” “our,” “St. Mary’s Bank” and “the Credit Union” refer to St. Mary’s Bank.

## **ONLINE BANKING**

**Accessing Member Eligible Accounts.** In order to access Business Accounts through St. Mary’s Online Banking, Member must meet the System Requirements set forth in the Electronic Delivery Service section.

**Member’s Access Device.** Member is solely responsible for the purchase, hook-up, installation, loading, operation, and maintenance of all hardware, software, and internet access to Member’s personal computer or any other device through which Member accesses Online Banking, including mobile devices. Member agrees to use, maintain, and run anti-virus, firewall, browser, anti-spyware, and security software on Member’s device that is updated regularly. Member also agrees to routinely install all new hardware and software patches, or use the automatic update feature when available for all applicable devices through which Member accesses Online Banking and all of Member’s software, including Member’s operating system and application software. St. Mary’s Bank makes no representations or warranties regarding Member’s computer or other access device, software, or the means with which Member accesses Online Banking. St. Mary’s Bank is not responsible for any computer virus, Trojan horse, malware, or related problems that may arise in connection with Member’s use of the internet, compromising Member’s Online Banking Username, Password, or use of Online Banking.

**Member Online Banking Access Credentials.** Member agrees to use the Services solely for the purpose intended and in accordance with St. Mary’s Bank procedures and agreements (as amended from time to time) which may be applicable to use of the Services and the related Business Accounts. All Online Banking Transactions or inquiries must be initiated by use of Member Username and Password. Member will assign an Online Banking Username and Password to the Business Accounts and to Authorized Business Users that Member designates. All users will be required to change their Password the first time they access the Online Banking service as well as set up additional multi-factor security features. Member may change

Member's and/or Authorized Business Users' Online Banking Password(s) at any time through the Service. We recommend that Member changes Member's and/or Authorized Business Users' Online Banking Password(s) at least every 180 days.

St. Mary's Bank reserves the right to change any or all of the Security Procedures at any time by giving oral or written notice to Member. Member will require authorized persons to create new Passwords at reasonably frequent periods, based on Member's assessment of the security requirements appropriate for the Services utilized by Member. Member agrees to promptly change Passwords and levels of authority in the event of any change in personnel or when reasonably prudent to do so.

**Security Procedures.** Where required for any Service, Member agrees to utilize any Security Procedures used in connection with any communication between Member and St. Mary's Bank ("Security Procedures"). Security Procedures may include Online Banking Username, Password, and other security precautions implemented or required by St. Mary's Bank. Notwithstanding any such Security Procedures, Member is strictly responsible for establishing and maintaining Member's own procedures to safeguard against unauthorized transmissions or Transactions, and to maintain confidentiality of the Security Procedures, including Member's Online Banking Username, Password, and any related instructions provided by St. Mary's Bank in connection with the Online Banking Service. Should Member's email address, phone number or other communication method used in conjunction with Security Procedures change, Member is required to promptly update the information with St. Mary's Bank either by phone or directly through the Online Banking access.

**Authorization and Processing Transaction Requests.** Member is responsible for controlling access to the Services and for any limitations placed, by Member, on the Services an authorized person may utilize. The fact that we are, or may be made aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation. Member further understands that each Authorized Business User may utilize Services (including but not limited to inquiries, transfers, and account verification) without regard to any restrictions which would otherwise be applicable to a Business Account and Member is solely responsible for its Authorized Business Users' failure to abide with any such restrictions. Member agrees that any arrangements with us to require one or more authorized signatures for transactions involving Member Business Accounts does not apply to transactions using the Services. If a Transaction request or instruction related thereto received by us purports to have been transmitted or authorized by Member in compliance with the Security Procedures, it will be deemed effective as Member request and Member will be obligated to us for such Transaction, even if the Transaction was not actually authorized by Member.

**Protection of Credentials.** Member is strictly responsible to establish and maintain the procedures to safeguard against unauthorized Transactions. Member will protect the confidentiality and security of Member's Online Banking Username and Password, and not make Member's Online Banking Username and Password available to any unauthorized person. When Member or any Authorized Business User signs on to Online Banking using Member's Password, Member authorize us to follow the instructions we receive relating to Member's Business Accounts and to charge and credit Member's Business Accounts accordingly. Member agrees that the Credit Union will not be responsible for verifying whether a payment order or other communication is originated by an Authorized Business User other than through the verification process contained in the security procedures of the Services.

Member agrees, to the extent allowed by applicable law, that Member will be liable for all Transactions conducted using Member's Online Banking Username and Password, regardless of whether or not such Transactions were authorized in-fact. We may suspend or cancel Member's Online Banking Username even without receiving such notice from Member, if we suspect Member's Online Banking Username is being used in an unauthorized or fraudulent manner.

If Member believes that Member's Username, Password or other security feature has been lost, stolen, misused, or is likely to be misused, or that someone has transferred or may transfer money from Member's Business Account without permission, Member agrees to **immediately** notify St. Mary's Bank's Member Contact Center by phone (see the "How to Contact Us" section for phone number).

Member further agrees never to leave his or her computer unattended while logged on to Online Banking, and to always log off when finished.

MEMBER ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL TRANSACTIONS MADE BY ITS USE OF MEMBER'S ID OR PASSWORD TO ACCESS MEMBER'S BUSINESS ACCOUNT(S). MEMBER AGREES TO IMMEDIATELY REIMBURSE ST. MARY'S BANK FOR ANY LOSS, CLAIM, OR DAMAGE THAT IT SUSTAINS AS A RESULT OF THE USE OF ANY ID OR PASSWORD ISSUED AT MEMBER'S REQUEST. ST. MARY'S BANK SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE THAT MEMBER SUSTAINS AS A RESULT OF THE USE OF ANY AND ALL IDS OR PASSWORDS ISSUED PURSUANT TO THIS AGREEMENT.

MOREOVER, EXCEPT AS OTHERWISE PROVIDED BY LAW OR REGULATION, ST. MARY'S BANK SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE THAT MEMBER SUSTAINS AS A RESULT OF THE USE OF ANY AND ALL IDS OR PASSWORDS ISSUED PURSUANT TO THIS AGREEMENT EVEN IN THE EVENT THAT THE ID OR PASSWORD IS LOST, STOLEN, OBTAINED OR

RETAINED BY A PERSON NOT AUTHORIZED BY MEMBER TO INITIATE ELECTRONIC FUND TRANSFERS, AND EVEN IN THE EVENT SUCH USE OCCURS AFTER MEMBER HAS NOTIFIED AND REQUESTED THAT ST. MARY'S BANK DEACTIVATE THE ID OR PASSWORD, WHETHER OR NOT WE HAVE ACTED ON THAT REQUEST.

Member will have the appropriate policies and procedures in place and will be able to determine which Authorized Business Users will have access to the various account related functions. St. Mary's Bank recommends that Member limit access to account related function as appropriate; however, each Authorized Business Users may have access to multiple functions. Member assumes any and all responsibility for identifying those individuals who will be authorized to utilize the Services. The Credit Union may review and recommend changes to Member's individual access determinations; however, the Credit Union is authorized to rely on individual Passwords as signature authorization for any Transactions performed.

**Hours of Accessibility.** Member can usually access Business Accounts through St. Mary's Online Banking seven (7) days a week, 24 hours a day. However, at certain times, some or all of St. Mary's Online Banking may not be available due to system maintenance or reasons beyond the Credit Union's control. The Credit Union specifically does not warrant that St. Mary's Online Banking will be available at all times. During these times when St. Mary's Online Banking is not available, Member may use automated telephone banking, an ATM or any St. Mary's Bank branch to conduct Member's transactions.

Mortgage, equity loan, mortgage alternative and commercial loan payments made prior to 5:00 p.m. (Eastern Time) will be processed same day. All other types of loan payments made prior to 9:00 p.m. (Eastern Time) will be processed same day. Any payments made after the stated times will be processed the next Business Day.

An ACH credit entry must be transmitted by 3:00 p.m. (Eastern Time) two (2) Business Days prior to the effective date. An ACH debit entry must be transmitted by 3:00 p.m. (Eastern Time) one (1) Business Day prior to the effective date of such Transaction.

A wire transfer entry must be transmitted by 3:00 p.m. (Eastern Time) to be processed on the same day.

**Business Accounts Accessible through St. Mary's Online Banking.** Most Deposit Accounts and Credit Accounts are accessible through St. Mary's Online Banking.

If more than one person is authorized to withdraw funds from Member's Business Accounts, or if another person is authorized to electronically access Member's Business Accounts, then each such person is authorized to perform the electronic transactions allowed in this Agreement, and St. Mary's Bank cannot stop that person from using St. Mary's Online Banking. Any Business Account requiring two (2) or more signatures to make withdrawals, transfers or other transactions may be accessed through St. Mary's Online Banking and will have access to Bill Pay and external transfers (i.e., transfer to or from another financial institution) with the standard logon and authentication process. These Online Banking and Bill Pay transactions will be treated as singularly authorized no different than any other online banking account.

Business Accounts sharing the same Tax Identification Number ("TIN") are eligible to be accessed by a single Online Banking Username. Be aware, however, that all Business Accounts designated may be accessed and viewed by any party having access to the Username and Password. Member is responsible for establishing his or her own internal security procedures for employees that Member authorizes to use the Services and to prevent unauthorized use by other employees or persons. St. Mary's Bank undertakes no obligation to monitor transactions through Online Banking to determine that such transactions are made on behalf of Member and will treat each transaction using Member Username and Password as authorized by Member.

St. Mary's Bank will act upon the instructions of any authorized signer with respect to changes to the Online Banking Services.

To the extent permitted by law, Member also agrees that any communications from the Credit Union to Member, including any disclosures or other information required to be delivered in writing, may be delivered to Member in electronic form, and that such electronic communication shall constitute a written communication. Such communication includes electronic delivery of change-in-terms notices affecting Member's use of St. Mary's Online Banking. Member agrees and consents to the electronic transmission of financial information related to Member Eligible Accounts. Any electronic communication sent to Member by the Credit Union will be considered as if it were sent by U.S. Mail, postage prepaid and will be considered received by Members within three (3) calendar days of the date sent by the Credit Union to Member electronically.

Member assumes any and all responsibility for the installation, maintenance and operation of their computer. The Credit Union is not responsible for any errors or failures caused by any computer virus, malware or related problems that may be associated with the use of St. Mary's Online Banking, Member's computer, devices used to access Online Banking, or Member's internet provider(s). Member is responsible for all telephone charges incurred in connecting to St. Mary's Online Banking and for charges by any internet providers Member uses to provide connection to the internet.



Email and/or text transmissions sent by Member to the Credit Union or vice versa are not secure. Member, therefore, should not transmit confidential information, such as account numbers, social security numbers, taxpayer identification numbers, balances, etc., in any email/text communication. The Credit Union may not immediately receive email/text communication sent by Member. Member, therefore, agrees not to rely on email/text to communicate with the Credit Union immediately (for example, to report a lost or stolen Password, or to report an unauthorized transaction from one of Member's Business Accounts). The Credit Union will not take action based on Member's email/text requests until the Credit Union actually receives the request and has had a reasonable opportunity to act. Member cannot use email/text to initiate transactions on Business Accounts. St. Mary's Bank will never send Member an email or text requesting confidential information such as account numbers or passwords. If Member receives an email/text purportedly from us requesting such information or asking to validate a transaction Member did not initiate, DO NOT respond to the email/text and Member agrees to **immediately** notify St. Mary's Bank's Member Contact Center by phone (see the "[How to Contact Us](#)" section for phone number).

**Permissible Activities for Business Accounts through St. Mary's Online Banking.** Member can use St. Mary's Online Banking to

- View account balances and review transaction history on all Business Accounts that are enrolled in St. Mary's Online Banking.
- Transfer money to and from checking, statement savings or money market accounts.
- Transfer money to pay Member's St. Mary's Bank Credit Union business loans or certain other loans.
- Issue stop payments on checks. Stop payments placed via Online Banking are intended for check stop payments only.
- Download transactions in various software formats for various applications.
- View and print Deposit Account statements a minimum of 24 months in the past.
- Business Accounts with Online Business Services may initiate ACH credit and ACH debit entries and wire transfers.
- Review/authorize items via Positive Pay services.

The above list of services is referred to hereinafter as "[Online Financial Services](#)."

**Business Account Inquiry.** With St. Mary's Online Banking, Member may access Business Account information such as balances and other Business Account information about Member's Eligible Accounts.

**Transfers.** Funds can be transferred immediately or on a future date between Member's Business Accounts. Member's transfer instructions shall be given the same legal effect as a written and signed document. If a hold has been placed on deposits made to a Deposit Account from which Member wishes to transfer funds, Member shall not transfer the portion of the funds held until the hold expires. There is a maximum dollar limit on any transfer equal to the available balance in Member's Business Account from which Member is transferring funds. If a Business Account has insufficient funds to complete a transfer as of the date of the transfer, then the transfer may not be completed. If St. Mary's Bank in its sole discretion, decides to complete the transfer, we may require Member to promptly pay any overdraft fees and the Credit Union may charge Member an overdraft fee. The Credit Union is not, however, under any obligation to allow an overdraft to be created. All transfers are effective upon Member's completion and submission of the transfer instructions to the Credit Union Online Banking.

**New Services.** The Credit Union may, from time to time, introduce new Online Financial Services. Member agrees that such new Online Financial Services shall, when available to Member, be governed by the terms and conditions of this Agreement.

**Electronic Fund Transfers.** Prior to Member completing the first Electronic Funds Transfer on St. Mary's Online Banking, Member agrees to read Member's rights and responsibilities contained in the Information Concerning Your Accounts disclosure provided to Member when it first opened a business account(s) with St. Mary's Bank. If Member does not still have a copy, then Member agrees to contact our Member Contact Center in order to receive a new copy.

In case of errors or questions about Member's electronic transfers, Member agrees to contact the Credit Union in accordance with the Information Concerning Your Accounts disclosure provided to Member when it first opened a business account(s) with St. Mary's Bank.

**ACH credit and debit entries.** Member's use of the ACH credit and debit entries functions on St. Mary's Online Banking will be governed by Member's ACH Origination Agreement in addition to this Agreement.

Member may determine which individual employees are authorized to (i) input ACH credit and debit entries, and (ii) transmit ACH entries. Those individuals who are given access to the ACH credit and debit entries function will be considered Authorized Business Users in the same fashion as those Company Authorized Representatives identified in the ACH Origination Agreement.

Member will be charged a fee per Transaction for ACH credit and debit Entries initiated on St. Mary's Online Business Banking, as disclosed in Member's Business Online Banking Services application.

**Wire Transfers.** Member's use of the wire transfer function on St. Mary's Online Business Banking will be governed by the authorization on file in Member's Business Online Banking Services application with the Credit Union in addition to this Agreement.

Member understands that it is Member's responsibility to provide accurate routing and account numbers to the Credit Union. Member agrees that it will review the routing and account numbers to ensure that the numbers are accurate prior to transmission. To the extent not prohibited by law, Member agrees that the wire transfers are irrevocable and that the sole obligation of the Credit Union is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing the transfer. The beneficiary's bank may make payment based upon the beneficiary's account number as entered by Member, even if it identifies a person different from the named beneficiary.

Member will be charged a fee per Transaction for wire transfers initiated on St. Mary's Online Business Banking, as disclosed in Member's Business Online Banking Services application.

Member acknowledges that wire transfer entries cannot be initiated that violate U.S. laws including, but not limited to, programs administered by the Office of Foreign Asset Control (OFAC) and Financial Crimes Enforcement Network (FinCEN), or other laws, including the laws and payment system rules of the receiving countries, and Member agrees to indemnify, defend and hold us harmless with respect to any entries Member initiates that violate such laws.

### **POSITIVE PAY SERVICES**

This section describes the terms under which the Credit Union offers Positive Pay Services (the "Positive Pay Service"). The Positive Pay Service can be used to identify fraudulent checks, ACH items or wires attempting to clear the Business Account(s) which Member has enrolled in the service.

**Check Positive Pay Service.** Allows Member to submit issued check data to the Credit Union by using a file containing issued check data ("Issued Item File") or by keying issued check data directly into the service by established deadlines. The Credit Union's system will compare the issued check data to checks presented for payment against Member's Account(s).

Member written instruction at the time of Application:

- Pay Items: If a check is presented for payment that does not match Member's issued check data, Member will be notified through the service. Member must then instruct the Credit Union to return the check. If no such instruction is received by the Credit Union by the established deadline of 11:00 a.m. (Eastern Time), the item will be paid unless other arrangements have been made with written instructions.
- Return Items: If a check is presented for payment that does not match Member's issued check data, Member will be notified through the service. Member must then authorize the Credit Union to pay the check. If no such authorization is received by the Credit Union by the established deadline of 11:00 a.m. (Eastern Time), the item will be returned unless other arrangements have been made with written instructions.

**ACH Positive Pay Service.** Allows Member to define Pre-Authorized ACH Debit Rules for each enrolled Business Account. These rules may include the originating company, standard entry class code, and maximum authorized dollar amount. When an ACH debit posts to an enrolled account, the established rules will determine if the item requires authorization from Member to return the item. If no such authorization is received by the Credit Union by the established deadline of 11:00 a.m. (Eastern Time), the item will be paid unless other arrangements have been made with written instructions (i.e. Stop pay has been placed).

**Issued Item File.** Members participating in the Check Positive Pay Service will submit an Issued Item File for each Authorized Account to the Credit Union on every business day that Member issues checks. The Issued Item File shall accurately state the check number, date, and the exact dollar amount of each check drawn on an Authorized Business Account since the last Issued Item File was submitted.

Member shall provide the Issued Item File to the Credit Union through the Credit Union's Online Banking Service in a format acceptable to the Credit Union and agreed to by Member. If the Issued Item File cannot be received by the Credit Union or the Credit Union cannot process the file because of a system failure or otherwise, the file shall be considered as not received, even if the Credit Union has possession of the file.

Issued items may be entered into the system manually if the Issued Item File cannot be provided through the Credit Union's Online Banking Service.

**Payment of Presented Items and Exception Reports.** The Credit Union will compare each Presented Check by check number and amount against each Issued Item File received by the Credit Union. The Credit Union will compare each Presented ACH Debit against the Pre-Authorized ACH Debit Rules as established by Member in the Positive Pay Service. On each banking day, the Credit Union:

- May pay and charge to the Authorized Business Account each Presented Check that matches (by check number and amount) a check shown in any Issued Item File.
- May pay and charge to the Authorized Business Account each Presented ACH Debit that did not cause an Exception ACH Debit.
- Shall use its best efforts to make available to Member an Exception Report by 9:00 a.m. (Eastern Time) each Business Day via the Credit Union's Online Banking Service. Member can establish automatic email alerts to be notified when exception decisions are required.

**Ineligible Items.** The Positive Pay Service is not available for, and this Positive Pay Service section does not apply to, checks or ACH debits the Credit Union has already cashed, negotiated, paid, presented and paid in branch, or are otherwise already committed to honor or pay under applicable laws, regulations, or rules governing such items. The ACH Positive Pay Service is not available for, and this Positive Pay Service section does not apply to, any ACH Credit items.

**Positive Pay Liability.** Member agrees to utilize the Positive Pay Services as presented and as agreed to in writing. In the event that the member has agreed in writing to Pay Items and does not provide pay instructions within the required timeframes as noted above shall be liable for any fraudulent or unauthorized item(s) paid. In the event that the member has agreed in writing to Return Items and does not provide return instructions within the required timeframes as noted above shall be liable for the impacts (including fees) of any item(s) returned unpaid.

**Member and Credit Union Communications.** Member or the Credit Union, at its discretion, may each submit to the other party a revision of any communication related to the Positive Pay Service or this Positive Pay Service section. Revised communications from Member must:

- Be sent in their entirety and not in the form of a partial amendment to the communication originally sent.
- Identify the original communication.
- Be sent in the format and medium, by the deadline(s), and at the place(s) established by the Credit Union.

In the event the above conditions are met, and the Credit Union receives and processes such communication with a reasonable amount of time to act upon such communication, the revised communication shall revoke and replace the original communication.

Member shall use only Exception Reports that comply with this Positive Pay Service section and have not been revoked by the Credit Union in the preparation of Pay Requests and Return Requests.

The Credit Union shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or in a manner or at a place inconsistent with this Positive Pay Service section, and may treat such a Pay Request or Return Request as though it had not been received.

The Credit Union is not responsible for detecting any Member error contained in any Issued Item File, Pre-Authorized ACH Debit Rule, Pay Request, Return Request, other communication sent by Member to the Credit Union.

### **ELECTRONIC DELIVERY SERVICE**

**Electronic Delivery Terms.** The following terms and conditions for the Electronic Delivery of Statements and Notices (the "eDelivery Terms") apply to the electronic delivery ("Electronic Delivery", or "Electronic Delivery Service") of Member's periodic account eStatements and/or notices ("eNotices") that Member receives from St. Mary's Bank. These eDelivery Terms explain the terms and conditions for accessing Member's St. Mary's Bank eStatements or eNotices via St. Mary's Online Banking. By enrolling in Electronic Delivery Service, Member agrees to these eDelivery Terms. If Member does not agree with the eDelivery Terms, then Member may not receive eStatements and/or eNotices.

Member agrees to retain a copy of these eDelivery Terms by printing or storing a copy of these eDelivery Terms with their records. If Member is unable to print or store a copy of this Agreement, Member should call the Credit Union in order to receive a paper copy in the mail.

**Important Note Regarding Combined Statements.** If Member elects to receive an electronic statement (“eStatement”) on any Business Account that is part of a combined statement, then that eStatement will include information for all accounts on that combined statement. If Member elects to receive an eStatement on a Deposit Account that is part of a combined statement and is the primary account, then the eStatement will include all deposit accounts combined with that primary account.

**System Requirements.** In order to access St. Mary’s Bank’s Online Banking, Online Bill Pay and Electronic Delivery Services (“Online Services”), Member must have the following:

- A personal computer or other access device which is capable of accessing the internet and which can receive HTML files.
- An internet web browser capable of supporting 128-bit SSL encrypted communications. Member may contact St. Mary’s Bank for a current listing of supported browsers.
- A valid email address.
- A current version of Adobe Acrobat Reader.
- One or more Eligible Accounts.
- St. Mary’s Online Banking ID and Password.

To retain copies of this Agreement for these Online Services or any documents delivered to Member via our Electronic Delivery Service, Member’s system must have the ability to either download (to a hard disk drive or other media storage device) or print both web pages (screens) as well as embedded HTML files.

By continuing to be an Electronic Delivery Service customer after enrollment in the Electronic Delivery Service, Member acknowledges that Member has received and understands the eDelivery Terms of this Agreement and agrees to be bound by them. By enrolling, Member agrees to receive periodic account statements electronically through the Credit Union’s Electronic Delivery Service. Once enrolled in the Electronic Delivery Service, Member will stop receiving paper statements in the mail for any enrolled accounts starting with the subsequent statement. If Member no longer wishes to accept these terms and conditions, then Member may cancel enrollment in the Electronic Delivery Service at any time by following the instructions found in “Termination of Electronic Delivery” below.

**Fees.** There are no fees for using our Electronic Delivery Service for the electronic delivery of eStatements or eNotices. However, if Member requests a paper copy of a statement or notice previously provided via Electronic Delivery, Member may be charged a fee as set forth in St. Mary’s Bank’s current Schedule of Fees.

**When Service Starts.** Member will start to receive Electronic Delivery of any statements or notices that Member has selected to receive via Electronic Delivery. Member will stop receiving paper statements with Member’s next periodic statement.

**Check Images.** Member will receive electronic check images via Online Banking. Member will not receive cancelled checks. Check image copies are available as far back as the online account history provided. If Member requires hard copy statements or check images prior to those available online, then Member may request them using the Contact Us link of the Online Banking system. Some fees may apply. Research fees may apply. If Member cancels the Electronic Delivery Service for the electronic delivery of eStatements, then the Credit Union may continue to make check images available via Member’s paper account statement.

**Option to Send Online or Paper.** Even after Member enrolls in the Credit Union’s Electronic Delivery Service, the Credit Union reserves the right to deliver any statement or notices to Member online or by paper, via the U.S. Mail. The Credit Union may change the types of notices offered via its Electronic Delivery Service from time to time. Please note that certain accounts are offered with the Electronic Delivery option only, additional information is provided in the Termination of Electronic Delivery section of this Agreement.

**Notification of Availability of eStatement.** The Credit Union will send an electronic notice (i.e., emails) to the email address that Member provided when an eStatement is available. Should Member’s email address change, then Member is required to promptly update their email address within St. Mary’s Online Banking to reflect this new information. If Member’s email address changes and Member fails to notify the Credit Union of the change, Member’s eStatements will be sent to the email address provided to Credit Union, and will be considered received by Member when sent.

Member's eStatement will be available within the eStatements section of St. Mary's Online Banking system. The Credit Union may from time to time send other disclosures or notices required by applicable law that would otherwise be included with Member's paper statements. Any electronic communications that the Credit Union sends to Member will be considered received within three (3) calendar days of the date the notice was sent by the Credit Union regardless of whether the member logs on to the Electronic Delivery Service within that time frame.

**Online Retention and Archiving.** eStatements sent via Electronic Delivery will remain available for viewing online for up to twenty-four (24) months after they are generated. The Credit Union strongly recommends that Member retains a copy of these documents by saving a copy on Member's device or by printing a copy for Member's records. If Member requires a copy of a statement that is no longer available online, then Member may be charged a fee as set forth in St. Mary's Bank's current Schedule of Fees.

**Termination of Electronic Delivery.** Member may terminate their enrollment in the Electronic Delivery Service at any time by contacting us. Statements and/or notices previously provided to Member via Electronic Delivery will not be provided to Member upon termination. If Member terminates their enrollment in the eStatement Service, then paper statements will resume with Member's next periodic statement.

Please note that certain deposit accounts are offered with the Credit Union's Electronic Delivery option only. If Member chooses to stop Electronic Delivery for such deposit accounts, paper delivery will be provided in the future and Member's account may be subject to certain other provisions set forth in the rules applicable to such account, which may include, for example, additional fees, reduced interest and termination. If Member cancels their enrollment in Electronic Delivery Service such services will terminate; however, termination of Electronic Delivery Service will not affect the legal validity, enforceability and binding effect of the eDelivery Terms or other applicable terms contained in this Agreement before the effective date of the termination and any continuing obligations. Termination of Member's enrollment in the Electronic Delivery Service will not affect Member's registration with St. Mary's Online Banking Service. However, cancellation of Member's registration in the Online Banking Service will automatically cause Member's enrollment in the Electronic Delivery Service to be terminated.

## **GENERAL**

**Limitation of Liability.** To the extent permitted by law, the Credit Union will not be responsible for instructions which are not received or for any losses or delays in transmission of instructions arising out of the use of any internet service or for Member's use and maintenance of computer hardware or software, including software provided by the Credit Union.

The Credit Union shall have no liability to Member for its Services including if the Credit Union returns a Presented Check, Presented ACH Debit, or does not initiate a wire:

- That it reasonably believed was not properly payable.
- If there are insufficient Available Funds on deposit in the Authorized Account.
- If required to do so by the service of legal process on the Credit Union or the instructions of regulatory or government authorized or courts.
- If otherwise permitted by applicable laws, rules or regulations.

The Credit Union shall not be liable for any damages arising from failure to perform or delay due to fire, power failure, power surge, disaster, pandemic, epidemic, government regulation, war, civil commotion, labor dispute, and failure in communication network, legal process, or any other cause beyond its control.

Except for losses caused solely by the Credit Union's (but not its third-party processing agents') gross negligence or willful misconduct, the Credit Union's aggregate liability to Member for claims relating to its Services whether for breach, negligence, infringement, in tort, or any other cause of action, shall be limited to an amount equal to the total fees paid by Member for the Service at issue during the prior six (6) month period.

**THE CREDIT UNION MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

**Indemnification.** Member will indemnify, defend, and hold the Credit Union harmless against any and all actions, proceedings, liabilities, losses, costs (including attorneys' fees and costs), and claims, including, without limitation, warranty claims, that result from or arise in connection with:



- The Credit Union's processing of checks, ACH items or wires through the Positive Pay Service, under the Positive Pay Service section, or in accordance with Member's instructions.
- Member's actions or omissions, including their negligence, willful misconduct or breach of any warranty, obligation, failure to comply with the Positive Pay Service terms or any other terms of this Agreement.
- Any misuse of the Positive Pay Service or any other Service by Member, their employees or agents.
- Member's failure to comply with applicable state and federal laws and regulations.
- Actions by third parties, such as an introduction of a virus, that delays, alters, or corrupts the transmission of information to the Credit Union.

**Disclosure of Information to Third Parties.** Member authorizes the Credit Union and each of its affiliates to disclose to third parties information Member has provided or that the Credit Union and/or its affiliates have obtained about Member's Business Accounts and Member's transfers:

- to comply with laws, regulations, government agency or court orders or requests.
- to verify the existence and condition of Member's Business Account for a third party, such as a credit bureau or merchant.
- to complete transfers.
- to provide services relating to Member's Business Account.
- if Member otherwise gives the Credit Union written permission.

**Applicable Rules, Laws, and Regulations.** This Agreement shall be governed by the laws and regulations of the State of New Hampshire and applicable federal laws and regulations. In addition, Member agrees to be bound by and will comply with the terms of this Agreement, requirements of the applicable terms and conditions of Member Business Account, the Credit Union's Bylaws, and the rules and regulations of any funds transfer system to which the Credit Union belongs. Any dispute between the Credit Union and Member must be brought in a federal or state court in the State of New Hampshire and Member agrees to submit to such jurisdiction for all purposes.

**Right to Terminate this Agreement.** The Credit Union may terminate this Agreement and Member's access to Online Financial Services through St. Mary's Online Banking, in whole or in part, at any time without notice. Member may terminate this Agreement by notifying the Credit Union at least seven (7) days in advance in writing at the address provided in this Agreement.

If Member terminates access to St. Mary's Online Banking, then Member authorizes the Credit Union to continue making transfers, bill payments and other transactions that Member has previously authorized until such time as the Credit Union has had a reasonable opportunity to act upon the termination notice. Once the Credit Union has acted upon Member's termination notice, Member shall refrain from making any transfers, payments or Transactions to or from Member's Business Account, including transfers, payments or Transactions that Member previously authorized. Member should take steps to cancel any automatic recurring transfers or payments requested using Online Banking prior to terminating Online Banking otherwise the Credit Union may continue to make such transfers or payments.

If we close Member Online Banking, we reserve the right to make no further transfers, payments or Transactions from Member's Business Account, including any transfers and Transactions that Member has previously authorized.

If either Member or we end Member's rights to use Online Banking, we will no longer be required to complete any of Member's Online Banking Transactions. Member will remain obligated to us under this Agreement for all Member Online Banking Transactions, even if they occur or are completed after this Agreement ended.

Notwithstanding such termination, the terms of the Positive Pay Service section shall remain in full force and effect as to all Presented Checks or Presented ACH Debits that have been presented to the Credit Union prior to the date of termination.

**Assignment.** The Credit Union may assign the rights and delegate all or a portion of its duties under this Agreement to a company affiliated with it or to any other party. No Member shall assign any rights, duties or obligations arising under this Agreement whether by operation of law, as a result of a change of control, or otherwise.

**Severability.** If any provision of this Agreement is void or unenforceable, then such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision.

**Waiver.** The Credit Union may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

**Entire Agreement.** This Agreement is the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes and cancels all prior or contemporaneous agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter hereof.

**Fees and Charges.** Member assumes any and all responsibility for any telephone or internet or other data charges that Member incurs by accessing their Business Account(s) through St. Mary's Online Banking. Other fees may apply, as described in the applicable St. Mary's Bank Credit Union Information Concerning Member Business Accounts Disclosure and Schedule of Fees brochure. All fees and charges are subject to change.

**Amendment.** St. Mary's Bank has the right to change this Agreement at any time by notice mailed to Member at the last address shown for the account on St. Mary's Bank's records, by posting notice in branches of St. Mary's Bank, by requiring review and acceptance at login, or as otherwise permitted by law.

**Changes to Charges, Fees or Other Terms or Termination by Us.** The Credit Union reserves the right to change the charges, fees or terms of this Agreement at any time. When any such changes are made, unless otherwise required by law, the Credit Union shall notify Member of any such change electronically or by U.S. Mail. The Credit Union also reserves the right to terminate the Electronic Delivery Service at any time without notice.

**Termination.**

- St. Mary's Bank has the right to terminate this Agreement at any time.
- Member may terminate this Agreement by seven (7) day prior written notice to St. Mary's Bank.
- St. Mary's Bank is not responsible for any fixed or recurring payment made before St. Mary's Bank has a reasonable opportunity to act on Member's termination notice.
- Member remains obligated for any payments made by St. Mary's Bank on Member's behalf.

**How To Contact Us:**

**By Phone:**

St. Mary's Member Contact Center (603) 647-1111 or toll free at 1-888-786-2791

**By Mail:**

Member Contact Center

St. Mary's Bank

P.O. Box 990

Manchester, New Hampshire 03105-0990

**Online:** Use the secure messaging feature within Online Banking