

# NAVIGANT CREDIT UNION

## BUSINESS ONLINE BANKING AGREEMENT

### WITH BILL PAYMENT, MOBILE BANKING AND REMOTE DEPOSIT CAPTURE

**THIS BUSINESS ONLINE BANKING SERVICES MASTER AGREEMENT WITH BILL PAYMENT, MOBILE BANKING AND REMOTE DEPOSIT CAPTURE** (this “**Agreement**”) is by and between NAVIGANT CREDIT UNION (“**Navigant**”) and the Member identified on and signing Schedule B. If Member enrolls, Navigant agrees to provide to Member certain Business Online Banking Services (as defined below) offered by Navigant in accordance with the terms of this Agreement and the rules and procedures applicable to each of the associated Services (collectively, the “**Rules**”). The Rules are contained in this Agreement and in the Appendices to this Agreement. The Appendices are hereby incorporated in and made a part of this Agreement. This Agreement shall be effective when Schedule B is signed by both parties.

**PART I: GENERAL TERMS AND CONDITIONS** – This Part applies to all Services.

**1. Definitions.** Capitalized terms used in this Agreement and in any Appendix or associated document, unless otherwise defined herein or therein, shall have the meanings set forth below:

“*Access Devices*” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords that may, from time to time, be associated with or necessary for Member’s access to and use of any Business Online Banking Service(s).

“*Account*” means an Account, as such term is defined in the applicable Account Agreement(s), used in connection with any Business Online Banking Service(s).

“*Account Agreement(s)*” means collectively the terms and conditions of any Credit Account Agreement(s), Deposit Account Agreement(s), fee schedule(s) and any other agreements, security instruments, disclosures or other documents regarding Member’s Credit Accounts and/or Deposit Accounts that Member may have with Navigant, each as may be amended from time to time.

“*Affiliate(s)*” means, with respect to any party, any company controlled by, under the control of or under common control with such party.

“*Appendix*” means a description of the Rules applicable to a particular Service to be provided by Navigant to Member. Each such Appendix is incorporated herein by reference and made a part hereof. If there is any conflict between the provisions of this Agreement and any Appendix, the Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“*Authorized Representative*” means a person designated by Member as an individual authorized to act on behalf of Member and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from Member’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Navigant, including, without limitation, any Member enrollment or set-up form(s) completed by Member including, but not limited to, Schedule B to this Agreement.

“*Business Day*” means every day other than Saturday, Sunday or a state or federal holiday. In the absence of specific reference to Business Days, any reference to days in this Agreement shall mean Calendar Days.

“*Business Online Banking Service(s)*” or “*Service(s)*” means, collectively, the various electronic banking and/or associated cash management service(s) provided by Navigant (and/or Navigant’s third-party service providers) to Member pursuant to this Agreement, the Appendices, exhibits, set-up form(s) and any service guides or manuals made available to Member by Navigant.

“*Credit Account(s)*” means any line of credit, term loan or commercial or non-consumer mortgage that Member maintains with Navigant that was established primarily for business or commercial purposes.

“*Credit Account Agreement(s)*” means the promissory notes, credit agreements, mortgages and any other documents, disclosures or agreements that Member executes or otherwise agrees to that establish Member’s rights and responsibilities under and otherwise provide the terms and conditions of Member’s Credit Accounts with Navigant.

“*Deposit Account(s)*” means any checking, money market or savings Account, certificate of deposit or other Deposit Account that Member may have with Navigant that was established primarily for business or non-consumer purposes.

“*Deposit Account Agreement(s)*” means Navigant’s Deposit Account Agreement and Business Fee Schedule, each as amended from time to time.

“*Mobile Banking Service(s)*” or “*Mobile Banking*” means the service that allows Member to use a downloadable software application on a smartphone or other eligible Mobile Device (as defined in Part III) to perform certain electronic banking tasks, as fully described in Part III of this Agreement.

“*Online Banking*” means Navigant’s Internet-based electronic banking information delivery and transaction initiation system, as may be offered by Navigant from time to time and as further described in Part II of this Agreement.

“*Primary Account*” means the Deposit Account designated by Member to which any direct Service fees due Navigant may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Navigant, the address for Member associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Navigant.

“*Remote Deposit Capture*” means the service that allows Member to use certain scanning hardware and software and/or a downloadable software application on an eligible Mobile Device to perform certain remote deposit activities, as fully described in Part IV of this Agreement.

“*Substitute Check*” has the meaning given to it Section 3(16) of the *Check Clearing for the 21<sup>st</sup> Century Act* (“*Check 21*”), P.L. 108-100, 12 U.S.C. § 5001(16).

**2. Services.**

2.1 Navigant shall provide to Member, subject to this Agreement and the applicable Appendix, each Business Online Banking Service that Member may request and that Navigant approves from time to time.

2.2 Member, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Navigant shall make all reasonable efforts to make the Services available to Member each Business Day.

2.4 Member is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.5 Member agrees to cooperate with Navigant, as Navigant may reasonably request, in conjunction with the performance of the Services.

2.6 Member agrees to comply with the Rules, as they may be amended from time to time by Navigant.

2.7 A number of Navigant's Services are subject to processing cut-off times on a Business Day. Member can obtain information on Navigant's current cut-off time(s) for Service(s) by reviewing the relevant Service's Appendix, or by calling Navigant's Electronic Services Department as set forth in Section 26 of this Agreement. Instructions received after a cut-off time or on a day other than a Business Day may be deemed received as of the next Business Day.

2.8 Navigant may make changes to this Agreement and any Appendix at any time by providing notice to Member in accordance with the terms of this Agreement or as may be required by applicable law. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern for that Service. Further, notwithstanding anything to the contrary in this Agreement or in any Appendix, if Navigant believes immediate action is required for the security of Navigant or Member funds, Navigant may immediately initiate changes to any procedures and provide prompt subsequent notice thereof to Member.

2.9 In connection with this Agreement and the Services, Member agrees that it shall present, and Navigant shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Member pursuant to any Appendix or Agreement for Services involving the creation of electronic check images using check conversion technology.

### **3. Covenants, Representations and Warranties.**

3.1 Member represents and warrants that the individual(s) accepting this Agreement by executing Schedule B has/have been authorized by all necessary Member action to accept and sign such agreements, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Member to receive each selected Service. Each Authorized Representative whom Member permits to access and use the Services is duly authorized by all necessary action on the part of Member to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access.

3.2 Navigant may unconditionally rely on the validity and accuracy of any communication or transaction made, or purported to be made in accordance with the terms of this Agreement by an Authorized Representative.

3.3 Member shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Member's use of the Services.

3.4 Member is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer."

3.5 Member shall use the Services only for its own lawful business purposes. Member shall not use the Services for or on behalf of any third party. Member shall take all reasonable measures and exercise reasonable precautions to ensure that Member's officers, employees and Authorized Representative(s) do not use the Services for personal, family or household purposes, or any other purpose not contemplated by this Agreement or the Appendices.

3.6 Member agrees that it will not use the Account(s) for any unlawful or illegal purposes including, but not limited to, unlawful Internet gambling transactions of any sort (online gambling), and any betting transaction including the unlawful purchase of lottery tickets, casino chips, or off-track betting and wagering. Navigant reserves the right to block all such transactions. However, in the event that such a transaction is approved and processed, Member will still be liable for any associated fee or charge.

3.7 Member and Navigant shall comply with (i) all applicable laws, regulations, rules and orders; (ii) the applicable Account Agreement(s); (iii) all applicable operating rules and guidelines of Nacha (formerly known as the National Automated Clearing House Association); (iv) the Uniform Commercial Code ("UCC"); (v) the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements; and (vi) all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively (i) through (vi), "Compliance Laws").

### **4. Account Agreement(s); Service Fees.**

4.1 Navigant and Member agree that any Account established by Member in connection with the Services offered by Navigant shall be governed by the applicable Account Agreement(s). If there is any conflict between the terms and provisions of this Agreement and the applicable Account Agreement(s), the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 Member agrees to compensate Navigant for all Services that Navigant provides pursuant to this Agreement, including any Appendices, in accordance with the applicable fee schedule(s) or agreements between Navigant and Member in effect from time to time that apply to the Services (the "Service Fees"). By signing Schedule B, Member acknowledges receipt of the applicable Account Agreement(s) and acceptance of the Service Fees and agrees to be bound by their terms, as those terms may be amended from time to time.

4.3 Member authorizes Navigant to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Member's Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Navigant may charge such fees to any other deposit Account maintained by Member with Navigant. Member also agrees to pay all sales, use or other taxes (other than any applicable taxes based upon Navigant's net income) that may be applicable to the Services provided by Navigant hereunder.

4.4 Navigant may amend Service Fee(s), in aggregate or individually, at any time. Navigant will give notice to Member of such changes in accordance with applicable law.

**5. Member Identification Program.** Member agrees to provide to Navigant, before Navigant begins providing any Service(s) to Member, any and all information required to comply with applicable law and Navigant's policies and procedures relating to Member identification. Such information may include, without limitation, official certificates of Member existence, copies of Member formation agreements and business resolutions or equivalent documents in a form acceptable to Navigant, authorizing Member to enter into this Agreement, to receive Services from Navigant pursuant hereto and to designate certain individuals as Member's Authorized Representatives.

### **6. Software.**

6.1 Navigant may supply Member with certain software owned by or licensed to Navigant to be used by Member in connection with the Services. Member agrees that all such software is and shall remain the sole property of Navigant and/or the vendor of such software. Member agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Member by Navigant and/or the software vendor or which govern Member's use of software associated with the Services. Unless otherwise agreed in writing between Navigant and Member, Member shall be responsible for the payment of all costs of installation of any software provided to Member in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Member's premises for the successful operation of the software.

6.2 Member shall indemnify, defend and hold harmless Navigant and its successors and assigns from and against any loss, damage or other claim or liability attributable to Member's unauthorized distribution or disclosure of any software provided with the Services or any other breach by Member of any software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Navigant, and Member agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach without limiting Navigant's right to other remedies available in the case of such a breach. Navigant may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Navigant's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

**7. Computer Requirements.** For certain Business Online Banking Services, Member will need to provide at Member's own expense, a computer, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Services (collectively, the "Computer"). Member's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Navigant may specify from time to time. Member agrees to use a Computer and security measures as Navigant may specify from time to time, and to use commercially reasonable efforts to proactively monitor, investigate and implement such additional security measures as a reasonably prudent user of services similar to the Services described herein would under the circumstances. Member's browser must be one that is compatible with the Services for optimal performance. Member is responsible for the installation, maintenance and operation of the Computer and all related charges. Member agrees to ensure that any future supported upgrades to the Computer, including but not limited to operating system upgrades, security patches and related updates, will be loaded and operational at all times. Member is responsible for installing and maintaining appropriate and current virus protection software

on the Computer. Navigant is not responsible for any errors, failures or unauthorized access to or use of the Services caused by any malfunction of the Computer or any Computer malware, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Services or the Computer. Navigant also is not responsible for any losses or delays in transmission of information Member provides to Navigant or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Member's connection to the Internet or any browser software.

## **8. Navigant Third Parties.**

8.1 Member acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Navigant in connection with Navigant's provision of the Services to Member and that, accordingly, Navigant's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Member's data, instructions (oral or written) and funds. In addition, Member agrees that Navigant may disclose Member's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Member gives its written permission.

8.2 Navigant will be responsible for the acts and omissions of its Third Parties in the same manner as if Navigant had performed that portion of the Services itself, and no claim may be brought by Member against such Third Parties. Notwithstanding the foregoing, any claims against Navigant (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Navigant had performed that portion of the Services itself. However, Navigant will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Navigant's agent.

## **9. Confidential Information.**

9.1 "Confidential Information" means any information obtained by or disclosed or made available to either party hereto (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors.

9.2 Each party acknowledges that it may obtain or have access to the Confidential Information of the other party, and agrees to: (i) maintain the confidentiality, integrity and security of such Confidential Information; (ii) use such Confidential Information only for the purposes set forth in this Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder; (iii) disclose such Confidential Information only to its employees, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law; and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of such party's business, and in all cases, no less than a reasonable person standard) to ensure the security, integrity and confidentiality of Confidential Information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, the Confidential Information.

9.3 Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure; (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information.

9.4 The Services and associated procedures, user manuals and all other documentation related thereto shall be deemed the Confidential Information of Navigant for purposes of this Agreement.

## **10. Member Information; Security Procedures.**

10.1 In providing the Services, Navigant shall be entitled to rely upon the accuracy of all information and authorizations received from Member or an Authorized Representative and the authenticity of any signatures purporting to be of Member or an Authorized Representative. Member agrees to promptly notify Navigant of any changes to any information or authorization provided to Navigant in connection with the Services and further agrees to promptly execute any new or additional documentation Navigant reasonably deems necessary from time to time in order to continue to provide the Services to Member.

10.2 Member agrees that it shall be solely responsible for ensuring compliance with any security procedures established by Navigant in connection with the Services and as set forth in Schedule A to this Agreement, as such may be amended from time to time, and that Navigant shall have no liability for any losses sustained by Member as a result of a breach of security procedures if Navigant has complied with the security procedures.

10.3 Navigant shall be entitled to rely on any written list of Authorized Representatives provided to Navigant by Member until revoked or modified by Member in writing. Member agrees that Navigant may refuse to comply with requests from any individual until Navigant receives documentation reasonably satisfactory to it confirming the individual's authority. Navigant shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing. Navigant may also accept verbal instructions from persons identifying themselves as an Authorized Representative, and Navigant may verify the identity of such person as an Authorized Representative by a call back to such person at a telephone number(s) provided to Navigant by Member. Navigant may, but shall have no obligation to, call back an Authorized Representative other than the Authorized Representative from whom Navigant purportedly received an instruction. Navigant may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received via telephone at any time or for any reason whatsoever prior to executing the instruction. Navigant may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Member. Member understands and agrees, and Member shall advise each Authorized Representative that, Navigant may, at Navigant's option, record telephone conversations regarding instructions received from an Authorized Representative.

10.4 Any security procedures maintained by Navigant are not intended to detect errors in the content of an instruction received from Member or Member's Authorized Representative, agent or vendor. Any errors in an instruction from Member, Member's Authorized Representative, agent or vendor shall be Member's sole responsibility. Member agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Navigant may charge Member's Account for any instruction that Navigant executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

10.5 Member is strictly responsible for establishing and maintaining procedures to safeguard against unauthorized instructions, requests, transactions or transmissions. Member covenants that no employee or other individual under Member's control will be allowed to initiate instructions, requests, transactions or transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any Access Devices and related instructions provided by Navigant in connection with any security procedure utilized by Navigant and/or Member. If Member believes or suspects that any such Access Device, security procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Member agrees to notify Navigant immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Navigant prior to receipt of such notification and within a reasonable time period thereafter.

10.6 Member agrees to adopt and implement commercially reasonable policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Member also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Member will provide timely and accurate notification to Navigant of any Data Breaches when known or reasonably suspected by Member and will take all reasonable measures, including, without limitation, retaining competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches and immediately provide all such information to Navigant.

10.7 NAVIGANT'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, MEMBER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. MEMBER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES TO ANYONE. MEMBER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN PROCEDURES TO ENSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

**11. Duty to Inspect.** Member is responsible for monitoring all Services provided by Navigant, including each individual transaction processed by Navigant, and notifying Navigant of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after Navigant has made available to Member any report, statement or other material containing or reflecting the error, including an Account analysis statement or Internet Account access. Except to the extent required by law, failure to notify Navigant of an error or problem within such time will relieve Navigant of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Member fails to report such error or problem within thirty (30) Calendar Days (or such longer period as may be required by applicable law) after Navigant made available such report, statement or Internet Account access, the transaction shall be deemed to have been properly authorized and executed, and Navigant shall have no liability with respect to such error or problem.

**12. Overdrafts; Set-off.** Navigant may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Member's Account(s) to complete the transaction. In the event any actions by Member result in an overdraft in any of Member's Deposit Accounts, including but not limited to Member's failure to maintain sufficient balances in any of Member's Deposit Accounts, Member shall be responsible for repaying the overdraft immediately and without notice or demand. Navigant has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Member by Navigant, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Navigant, whether collected or in the process of collection, or in any other Account maintained by Member or as evidenced by any certificate of deposit issued by Navigant. If any of Member's Deposit Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Navigant shall have the right of set-off against all of Member's Deposit Accounts and other property or Accounts maintained at Navigant, and Navigant shall have the right to enforce its interests in collateral held by it to secure debts of Member to Navigant arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

**13. Transaction Limits.**

13.1 In the event that providing the Services to Member results in unacceptable credit exposure or other risk to Navigant or will cause Navigant to violate any law, regulation, rule or order to which it is subject, Navigant may, in Navigant's sole and exclusive discretion, without prior notice, limit Member's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Navigant may terminate any Service then being provided to Member.

13.2 Member shall, upon request by Navigant from time to time, provide Navigant with such financial information and statements and such other documentation as Navigant reasonably determines to be necessary or appropriate showing Member's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Member as Navigant may reasonably request to enable Navigant to evaluate its exposure or risk. Any limits established by Navigant hereunder shall be made in Navigant's sole discretion and shall be communicated promptly to Member.

**14. Term and Termination.**

14.1 This Agreement shall be effective when (i) Schedule B is signed by an Authorized Representative of Member and accepted by Navigant and (ii) Member delivers to Navigant all documents and information, including any set-up form(s) and electronic data reasonably required by Navigant prior to commencing to provide the Services. Navigant will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Member until adequate documentation and information are provided.

14.2 This Agreement shall continue in effect until terminated by either party with ten (10) Calendar Days' prior written notice to the other, provided that Member may terminate this Agreement or any Appendix immediately upon its receipt of notice from Navigant of a change in or amendment of the provisions of this Agreement, the Services or any Appendix that is not acceptable to Member, in accordance with Section 20 of this Agreement. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Member shall, at its expense, return to Navigant, in the same condition as when delivered to Member, normal wear and tear excepted, all property belonging to Navigant and all proprietary material delivered to Member in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Member must contact the Electronic Services Department for instructions regarding the cancellation of all future-dated payments and transfers. Navigant may continue to make payments and transfers and to perform other Services that Member has previously authorized or may subsequently authorize; however, Navigant is not under any obligation to do so. Navigant will not be liable if it chooses to make any payment or transfer or to perform any other Services that Member has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Navigant may, without prior notice, terminate this Agreement and terminate or suspend any Service(s) provided to Member pursuant hereto (i) if Member or Navigant closes any Account established in connection with the Service, (ii) if Navigant determines that Member has failed to maintain a financial condition deemed reasonably satisfactory to Navigant to minimize any credit or other risks to Navigant in providing Services to Member, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach, default in the performance or observance of any term, or breach of any representation, covenant or warranty by Member, (iv) in the event of default by Member in the payment of any sum owed by Member to Navigant hereunder or under any note or other agreement, (v) if there has been a seizure, attachment or garnishment of Member's Account(s), assets or properties, (vi) if Navigant believes immediate action is required for the security of Navigant or Member funds, (vii) in the event of termination of a third party contract by Member or Navigant which is necessary for the performance of one or more Services, or (viii) if Navigant reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations or would subject Navigant to unacceptable risk of loss. In the event of any termination hereunder, all fees due Navigant under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

**15. Limitation of Liability; Disclaimer of Warranties.**

15.1 Member acknowledges that Navigant's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Navigant's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Navigant in connection with the Services will be limited to actual damages sustained by Member and only to the extent such damages are a direct result of Navigant's gross negligence, willful misconduct or bad faith. In no event shall Navigant be liable for any consequential, special or indirect loss or damage that Member may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits, loss or damage from subsequent wrongful dishonor resulting from Navigant's acts, or for any indemnification claim, whether contractual, equitable or other, regardless of whether the likelihood of such claim, loss or damage was known by Navigant and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without limiting the foregoing, Navigant's aggregate liability to Member for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing to Member for Services over the six (6) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Navigant shall be liable for such damages as may be expressly required under Article 4A or the Fedwire Regulations, as applicable. This Agreement is only between Navigant and Member, and Navigant shall have no liability hereunder to any third party.

15.2 Notwithstanding the foregoing, if Member incurs a loss pursuant to a transaction which Member has properly processed through the Services in accordance with the Internet "help" instructions or other instructions provided to Member, due to Navigant's gross negligence or willful misconduct in the handling of such transaction, Navigant will be responsible for returning any improperly transferred funds, with interest at the rate paid by Navigant at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the applicable Account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. **RE-CREDITING OF MEMBER'S ACCOUNT AND REDIRECTING OF PAYMENTS AND TRANSFERS, AND INTEREST ONLY AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SHALL CONSTITUTE NAVIGANT'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS, AND MEMBER AGREES THAT IT SHALL NOT BE ENTITLED TO ANY OTHER RECOVERY OR RELIEF.** At Navigant's option, payment of such interest may be made by crediting a Deposit Account of Member with Navigant.

15.3 Except as otherwise expressly prohibited or limited by law, or as otherwise expressly provided in this Agreement, Navigant shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Member.

15.4 Navigant shall not be liable or responsible for damages incurred as a result of data supplied by Member that is inaccurate, incomplete, not current or lost in transmission. It is understood that Navigant assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Member through data transmission.

15.5 Navigant is not liable for failing to act sooner than required by any Appendix or applicable law. Navigant also has no liability for failing to take action if Navigant had discretion not to act.

15.6 Navigant shall not be responsible for Member's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from Member) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Navigant's agent. Navigant shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Navigant's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Navigant be liable for any damages resulting from Navigant's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Navigant will compensate Member for loss of interest on funds as a direct result of Navigant's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Navigant's control.

15.7 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, MEMBER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT MEMBER'S SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS." NAVIGANT AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF NAVIGANT AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.8 Navigant and Member acknowledge and agree that the limitations of liability in this Section are a bargained for allocation of risk and liability, and the parties agree to respect such allocation. Member acknowledges and agrees that Navigant would not enter into this Agreement without the limitations of liability set forth in this Section.

15.9 The provisions of this Section shall survive termination of this Agreement.

## 16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Member shall indemnify and hold Navigant harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Navigant shall be designated a party thereto) which may be incurred by Navigant relating to or arising out of:

- (i) any claim of any person that (a) Navigant is responsible for any act or omission of Member or (b) a Member payment order contravenes or compromises the rights, title or interest of any third party or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;
- (ii) any failure by Member to observe and perform properly its obligations hereunder or any wrongful act of Member or any of its Affiliates;
- (iii) any breach by Member of any of its warranties, representations, covenants or agreements;
- (iv) any action taken by Navigant in reasonable reliance upon information provided to Navigant by Member or any Affiliate or subsidiary of Member; and
- (v) any legal action that Navigant responds to or initiates, including any interpleader action Navigant commences, involving Member or Member's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 Notwithstanding the foregoing, Navigant shall have no right to be indemnified hereunder for losses resulting from its own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

16.3 The provisions of this Section shall survive termination of this Agreement.

17. **Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents Navigant or Member from operating normally.

18. **Documentation.** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

19. **Entire Agreement.** Navigant and Member acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein and Appendices, constitute the complete and exclusive statement of the agreement between them with respect to the Services and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Services.

20. **Amendments.** Navigant may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective immediately upon notice to Member as described below. Member will be deemed to accept any such changes if Member accesses or uses any of the Services after the date on which the change becomes effective. Member will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Navigant amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement or in any Appendix, if Navigant believes immediate action is required for the security of Navigant or Member funds, Navigant may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Member.

21. **Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Navigant is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Navigant shall incur no liability to Member as a result of Navigant's compliance with such statute, regulation or policy.

22. **Assignment and Delegation.** Navigant may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Member. Member may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement or any Appendix without Navigant's prior written consent, which consent Navigant may grant or withhold in its sole discretion.

23. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

24. **Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

25. **Governing Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Rhode Island.

**26. Notices, Instructions, Contacts.**

26.1 Except as otherwise expressly provided in this Agreement, all Member communications and inquiries, including without limitation all notices that are required or permitted to be given by Member (including all documents incorporated herein by reference) shall be made to Navigant as follows:

Navigant Credit Union  
Attention: Electronic Services Department  
1005 Douglas Pike  
Smithfield, RI 02917

401-233-4700

All written notices and communications shall be sent by first class mail, postage prepaid and addressed to Navigant at the address provided above. All such notices shall be effective upon receipt.

26.2 Member authorizes Navigant to, and Member agrees that Navigant may, send any notice or communication that Navigant is required or permitted to give to Member under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Member's business mailing address or Member's business or Administrator's email address as it appears on Navigant's records or electronically by posting the notice on Navigant's website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to Member in such a manner. Member agrees to notify Navigant promptly about any change in Member's business mailing or Member's business email address and acknowledges and agrees that no such change will be effective until Navigant has had a reasonable opportunity to act upon such notice. Member agrees that Navigant may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

**27. Arbitration; Jury Trial Waiver.**

27.1 Any controversy relating to this Agreement and/or any Appendices, or the breach thereof, shall be determined by arbitration in the City of Providence, State of Rhode Island, U.S.A., in accordance with the Commercial Arbitration Rules of the American Arbitration Association, using arbitrators who are experienced business/commercial litigators admitted before the bar of any state of the United States. The dispute shall be determined by one (1) arbitrator acceptable to both parties who shall be selected within seven (7) days of receipt of notice of intention to arbitrate by the party receiving that notice. If, by the end of said seven (7) day period, the parties have not agreed upon one (1) arbitrator as acceptable, then the dispute shall be determined by a panel of three (3) arbitrators selected as follows: Within an additional seven (7) days, each party will appoint one (1) arbitrator. These two (2) arbitrators will then, within an additional seven (7) days, name a third arbitrator to preside over the panel. If either party fails to appoint an arbitrator, or if the two (2) arbitrators do not name a third arbitrator within seven (7) days, either party may request the person or entity administering the arbitration, or, if none, the American Arbitration Association or any other arbitration administering person or entity, to appoint the necessary arbitrator(s) pursuant to the Commercial Arbitration Rules. Arbitrators shall be compensated for their services at the standard hourly rate charged in their private professional activities, and the costs of such compensation shall be shared equally by the parties. The United States Federal Rules of Civil Procedure shall apply with respect to any arbitration hereunder. The arbitrator(s) shall follow substantive rules of law. The arbitrator(s) shall take evidence directly from witnesses and documents as presented by the parties; all witnesses shall be made available for cross-examination. The arbitrator(s) shall make its award in strict conformity with this Agreement and shall have no power to depart from or change any of the provisions hereof. The award of the panel shall be accompanied by findings of fact and a written statement of reasons for the decision. All parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and/or enforced in any court of record of competent jurisdiction in any country, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the law of such jurisdiction may require or allow. Any cash award shall be payable in United States dollars through a financial institution in the United States. To the extent reasonably practicable, both parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved. All matters relating to any arbitration hereunder shall be maintained in confidence. All proceedings of the arbitration, including arguments and briefs, shall be conducted in English.

27.2 IN THE EVENT THAT THE ABOVE ARBITRATION PROVISION IS OR BECOMES INAPPLICABLE FOR ANY REASON, NAVIGANT AND MEMBER EACH AGREE THAT NEITHER NAVIGANT NOR MEMBER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF OR THE RELATIONSHIP BETWEEN NAVIGANT AND MEMBER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER NAVIGANT NOR MEMBER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. NAVIGANT AND MEMBER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

27.3 The provisions of this Section shall survive termination of this Agreement.

**28. Attorneys' Fees.** Except as otherwise provided in this Agreement, if any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees and other expenses of action.

**29. Beneficiaries.** This Agreement is for the benefit only of Navigant and Member and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

**30. Recording of Communications.** Member and Navigant agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement or any Appendix may be recorded and retained by either party by use of any reasonable means.

**31. Facsimile Signature.** The parties acknowledge and agree that Schedule B and any Appendix may be executed and delivered by facsimile and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Navigant may, in its sole and exclusive discretion, also require Member to deliver Schedule B and any Appendix with an original signature for its records.

**32. Relationship.** Member and Navigant are not, and Member and Navigant's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

**33. Additional Representations and Warranties.** For purposes of this Section, "Governmental Unit" means (A) any town, city, school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district, county or other political subdivision, government agency, bureau, department or other instrumentality, or quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

33.1 If Member is a Governmental Unit of the type included in (A) above, Member and the individual signing below represent, warrant and agree:

- (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements;
- (ii) that this Agreement has been duly authorized by a vote of the governing body of Member that was duly called and noticed, at which the necessary majority voted to authorize this Agreement, as evidenced by the certification of the Secretary of the governing body and provided with this Agreement;
- (iii) that only persons authorized to disburse municipal funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions;
- (iv) that if this Agreement remains in effect for more than one budget year, upon request of Navigant, Member will ratify and provide evidence of the renewal of this Agreement in subsequent years; and
- (v) that this Agreement is the valid and binding obligation of Member, enforceable against Member in accordance with its terms.

33.2 If Member is a Governmental Unit of the type included in (B) above, Member and the individual signing Schedule B represent, warrant and agree:

- (i) that this Agreement has been duly executed by a financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements on behalf of Member;
- (ii) that this Agreement has been duly authorized by a senior officer of Member;
- (iii) that Member has complied with all state laws and regulations, including any regulations or policies adopted by Member with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer agreement;

- transfer functions; and
- (iv) that only persons authorized to disburse Member funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account
  - (v) that this Agreement is the valid and binding obligation of Member, enforceable against Member in accordance with its terms.

33.3 For a Member of the type included in either (A) or (B) above, Member and the individual signing Schedule B further represent, warrant and agree:

- (i) that upon Navigant's request, Member shall provide evidence of those persons authorized to disburse Member funds as described in (a)(iii) and (b)(iv) above;
- (ii) that upon Navigant's request, Member will certify its compliance with (a) or (b), as applicable, on an annual basis; and
- (iii) that Member will provide notice to Navigant if any person authorized to disburse Member funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

**34. Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement and do not in any way limit or define Member's or Navigant's rights or obligations.

## PART II: ADDITIONAL TERMS AND CONDITIONS - ONLINE BANKING

This Part sets forth additional terms and conditions applicable to Online Banking when that functionality is made available to Member. All capitalized terms used in this Part without definition shall have the meanings given to them in Part I of this Agreement. Except as otherwise set forth in this Part, to the extent this Part II, including any definitions contained herein, shall conflict with Part I of the Agreement, this Part II and any amendment hereto from time to time shall control and supersede the same, but only to the extent necessary to resolve the conflict.

**35. Definitions.** With respect to Online Banking, the following additional definitions shall apply:

"Administrator" or "Company Administrator" means Member's employee or other person that Member designates on the Online Banking set-up form(s) as being authorized to act on Member's behalf with respect to the administration of Online Banking.

"Authorized User" means any person that Member's Administrator designates as being authorized to access or use any of the Services on Member's behalf.

"Available Funds" means the balance in a Deposit Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the Deposit Account.

"Bill Payment" means a feature of the Services that provides the ability to pay bills either by check or electronically and is further described below.

"Transfers" mean transfers between eligible Navigant Accounts which have been established for business or non-consumer purposes where Member is an owner or co-owner on both Accounts.

"Online Banking" as used in this Part II means an electronic banking service provided to businesses and non-consumers by Navigant that is governed by the terms of this Agreement. Member may access the Service by using a Computer to connect to Navigant's Internet webpage at <https://www.navigantcu.org>.

### 36. Online Banking.

36.1 This Part II describes the terms and conditions under which Navigant will provide Member with access to and use of Navigant's Internet-based electronic banking information delivery and transaction initiation services, as described below.

36.2 To register for Online Banking, Member must complete an application, using a form prepared by Navigant. Member must complete the application fully and accurately. If the application is approved, Navigant will provide Member with instructions for accessing Online Banking through Navigant's Internet website. Member's access to Online Banking will be determined in Navigant's sole discretion. Subject to applicable law, and at Navigant's sole discretion, Navigant reserves the right to modify, suspend, or terminate access to Online Banking at any time without notice or refund of previously incurred fees. Based on the Services selected by Member, Navigant may obtain Member's credit report in connection with its applicable for certain Services. Member authorizes Navigant, directly or through an agent, to obtain Member's credit report in connection with Member's application and, in Navigant's sole discretion, thereafter from time to time, in connection with Member's use of certain Services. Navigant may limit Member's access to the Service or the dollar amount and/or frequency of Member's transfers and payments based on Member's credit report.

36.3 By using Online Banking and signing Schedule B and/or any supplement or amendment thereto, Member agrees to be bound by the terms and conditions in this Agreement and (as of their effective date) any changes in such terms and conditions that apply to the use of Online Banking by Member and any others whom Member permits to use the Service. If Member does not agree with the terms and conditions contained in this Agreement (as may be amended from time to time), Member may not use the Service. By using Online Banking, Member consents to the electronic transmission of Member's financial information. Member's consent will be deemed effective for as long as Member uses the Service.

### 37. Administrator and Authorized Users.

37.1 Member shall designate an Administrator with Navigant as set forth in Schedule B to this Agreement or other set-up form(s). Member is solely responsible for designating its Administrator.

37.2 The Administrator may designate Authorized Users. As an additional security procedure Member may designate only one Administrator at a time. Member accepts as its sole responsibility the Administrator's designation of Authorized Users. Member understands that the Administrator will control, and Member authorizes the Administrator to control, access by Authorized Users of Online Banking through the issuance of Access Devices. The Administrator has full online control over and access to Online Banking and has the responsibility and authority to: (i) designate Authorized Users by establishing User Access Devices; (ii) terminate or cancel User Access Devices; (iii) grant and/or deny a User's access to Member's online Accounts; (iv) grant and/or deny a User's access to specific features of Online Banking; (v) establish User limits for initiating transactions; and (vi) grant and/or deny approval authority to a User. Navigant does not control access by any of Member's Authorized Users to Online Banking.

37.3 Member will require the Administrator and each Authorized User to review and comply with all provisions of this Agreement and all other applicable agreements. Member acknowledges and agrees that it is fully responsible for the failure of the Administrator or any Authorized User to comply with this Agreement and all other applicable agreements. Member is responsible for any payment, transfer and other use of Online Banking and any charges incurred by the Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization.

37.4 It is Member's responsibility to notify Navigant, in writing, whenever Member's Administrator leaves Member's employ or Member changes the designation of the Administrator. Navigant may rely on all designations until it has received written notification of the revocation of a designation and has a reasonable time to act on such notification. Whenever any Authorized User leaves Member's employ or is no longer authorized, it is Member's responsibility through the Administrator, to terminate that User's access to Online Banking.

37.5 The designation and termination of the authority of any Authorized User and the control of access to any functionality of Online Banking is in the sole control of Member. Navigant cannot effect such designations or changes.

### 38. Access Devices; Security Procedures.

38.1 Upon successful enrollment, Member can access Online Banking from Navigant's designated website, using Online Banking's security procedures as described in Schedule A attached to this Agreement and in associated Appendices from time to time.

38.2 Member acknowledges that the Administrator will and Member authorizes the Administrator to select Authorized Users by issuing to any person an individual User ID and individual password. Member further acknowledges that the Administrator may and Member authorizes the Administrator to change or de-activate the individual User ID and/or individual password from time to time, in his or her sole discretion.

38.3 Member accepts as its sole responsibility the use, protection and maintenance of confidentiality of, and access to, the Access Devices. Member agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Member agrees not to reveal the Access Devices to any unauthorized person. Member further agrees to notify Navigant immediately if Member believes that the confidentiality of the Access Devices has been compromised in any manner.

38.4 The Access Devices identify and authenticate Member (including the Administrator and Authorized Users) to Navigant when Member accesses or uses Online Banking. Member authorizes Navigant to rely on the Access Devices to identify Member when Member accesses or uses Online Banking and as signature authorization for any payment, transfer or other use of Online Banking. Member acknowledges and agrees that Navigant is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Navigant owns the Access Devices, and Member may not transfer them to any other person or entity.

38.5 Member acknowledges and agrees that the Access Devices, Enhanced Log-in Security and other security procedures applicable to Member's use of Online Banking and set forth in Schedule A and in related Appendices are a commercially reasonable method for the purpose of verifying whether any payment, transfer or other use of Online Banking was initiated by Member. Member also agrees that any election Member may make to change or waive any optional security procedures recommended by Navigant is at Member's risk and that any loss resulting in whole or in part from such change or waiver will be Member's responsibility. Member further acknowledges and agrees that the Access Devices are not intended and that it is commercially reasonable that the Access Devices are not intended to detect any errors relating to or arising out of a payment, transfer or any other use of Online Banking.

38.6 If Member has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a payment or other use of Online Banking has been or may be made with any Access Devices without Member's permission, Member must contact its Administrator. The Administrator must de-activate, and has the sole responsibility for de-activating, any such Access Device(s). Member also agrees to contact Navigant in any such event. In no event will Navigant be liable for any unauthorized transaction(s) that occurs with any Access Devices.

## 39. Features of Online Banking.

39.1 By subscribing to Online Banking, Member will have access to Online Banking's basic features, which allow Member to:

(i) Perform Transfers from Member's checking, money market deposit, savings and certain line of credit Account(s) to Member's checking, money market deposit, savings and loan Account(s), as further described below;

(ii) Obtain checking, savings, certificate of deposit, money market and loan Account information such as Account balances, transaction history and balance alerts (sent by email and further described below), as well as access images of checks that have been cashed against Account(s) (Member understands that deposit balance figures may not reflect recent transactions and may include funds which are not available for immediate withdrawal);

(iii) Obtain certain Navigant product and service information;

(iv) Send secure forms to Navigant;

(v) Stop payment of checks written (Member may refer to the Business Fee Schedule for applicable fees), as further described below;

(vi) Initiate automated funds transfers to/from Accounts in order to maintain balances with a certain limit; and

(vii) Initiate transfers or bill payments either electronically or by check from a checking Account.

Additional electronic banking services may be added by Navigant from time to time in Navigant's sole discretion.

39.2 In addition to Online Banking's basic features, additional features or modules related to Online Banking may be offered from time to time by Navigant, in its sole and exclusive discretion, including but not limited to the following:

(i) Wire Transfers. Wire transfers are subject to the terms and conditions of the Wire Transfer Services Appendix. The Wire Transfer Service allows Member to transfer funds electronically, typically from Member's Deposit Account(s) to other account(s) with Navigant or to account(s) at other financial institutions.

(ii) ACH Originations. ACH originations are subject to the terms and conditions of the Automated Clearing House (ACH) Origination Services Appendix. The ACH Origination Service allows Member to initiate and approve (with pre-authorization) ACH transactions that Member desires Navigant to enter into the ACH network on Member's behalf.

(iii) Electronic Statements (E-statements). This optional feature allows Member to view, print and save monthly Account statements via secure online access. Member is notified by email when a new statement is ready for viewing.

40. **Online Banking Availability.** Member may use Online Banking virtually any time of day or night, 7 days a week. However, Member understands that Online Banking may be temporarily unavailable due to Navigant record updating, technical difficulties or system maintenance. Access may also be disrupted because of problems with the telephone lines or Internet service.

41. **Transaction Procedures: Transfers.** Transfers may be processed in three (3) different transaction modes as follows:

41.1 "One-Time Today."

(i) One-Time Today Transfers initiated before 8:00 p.m. on any Business Day will be processed on the same Business Day, and those initiated after 8:00 p.m. on a Business Day or at any time on a day that is not a Business Day will be processed on the next Business Day.

Member must have sufficient Available Funds (either in the Account or via an overdraft line of credit) on the day and at the time Member requests the "One-Time Today" electronic transaction. One-Time Today Transfers may not be canceled for any reason once Member has ended Member's Online Banking session, as funds are immediately deducted from Member's designated Account.

41.2 "One-Time Future." If Member designates a Transfer as a "One-Time Future" transaction, Member may request that the transaction be made on a future date that Member may designate which is up to 364 days in advance of the Scheduled Initiation Date. The "Scheduled Initiation Date" will be the effective date Member enters, or the previous Business Day should the effective date fall on a weekend or holiday. Member must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from Member's designated Account on the Scheduled Initiation Date. "One-Time Future" transactions may be canceled up to one (1) Business Day in advance of the Scheduled Initiation Date.

41.3 "Recurring Future." If Member designates a Transfer as a "Recurring Future" transaction, Member may request, and Navigant will use, a Scheduled Initiation Date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc.). Member will designate a "start" and "end" date. Member must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from Member's designated Account on the Scheduled Initiation Date. "Recurring Future" transactions may be cancelled one (1) Business Day in advance of the Scheduled Initiation Date.

## 42. Transfer Features.

42.1 Account Designation. Member will designate Accounts between which Member may transfer funds electronically through Online Banking. All of these Accounts must generally be in Member's name (as owner or co-owner) and be eligible for Transfer. Eligible Accounts for Transfer include checking, savings, and money market, loan and line of credit Accounts.

42.2 Funds Availability. Although Member receives immediate provisional credit upon completion of an Online Banking session for "One-Time Today" Transfers made during the session, Member must make Transfers before 8:00 p.m. on a Business Day for those funds to be posted on an Account on the same Business Day and to be available for non-Online  
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Banking transactions. Transfers designated as "One-Time Today" transactions made after 8:00 p.m. on a Business Day or on a weekend or holiday will be available for the payment of non-Online Banking transactions on the following Business Day. "One-Time Today" transfers cannot be canceled.

**43. Limitations on Transfers.** Transfers initiated through Online Banking are subject to there being sufficient Available Funds in the affected Account to cover the transfer on the Scheduled Initiation Date. Except as provided herein, Transfers are subject to the terms and conditions applicable to such Account as set forth in the governing Account Agreement(s). Navigant reserves the right to limit the frequency and dollar amount of transfers for security reasons.

**44. Canceling or Modifying Authorized Transfers.** In order to cancel or change a scheduled Transfer through Online Banking that is designated as "Future" or "Recurring," Member must use Online Banking and follow the instructions provided to Member. Member must cancel or modify the Transfer using Online Banking by 9:00 a.m. of the Business Day before the Scheduled Initiation Date.

**45. Stop Payment.** Member may elect to use Online Banking to initiate an electronic stop payment request for any check written on Member's Deposit Accounts. Member agrees that any stop payment request associated with a non-consumer purpose Deposit Account shall be null and void after six (6) months from the date of the order, or such earlier time as communicated by Navigant to Member. Member agrees to provide all required information relating to stop payment requests. If Member fails to provide Navigant with complete information or if the information Member provides is incorrect, Member agrees that Navigant shall not be responsible for any failure to stop payment on such item. Member understands that if the stop payment request comes too late for Navigant to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Member's stop payment request shall be of no effect. Member agrees not to make a claim against Navigant if the check is paid through inadvertence, accident, oversight or if Navigant is required to pay such check by a holder in due course or if by reason of such payment, other items drawn on Member's Account(s) are returned insufficient. Member agrees to indemnify and hold Navigant harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by Navigant due to Navigant's refusal of payment of any check or other item in accordance with Member's instructions. Unless otherwise provided in this Agreement, Member may not stop payment of electronic fund transfers. Therefore, Member should not employ electronic access for purchases or services unless Member is satisfied that it will not need to stop payment.

**46. Bill Payment.** Online Banking's Bill Pay feature allows Member to schedule bill payments through the Internet. Bill Pay is offered through Navigant's third party service provider (the "Bill Pay Provider"). Bill payments that Member makes through Online Banking will be deducted from Member's eligible funding Deposit Account. Eligible funding Deposit Accounts for Bill Pay include only checking Account(s) (hereinafter the "Payment Account").

46.1 **Payees.** Member may use Bill Pay to make payments to any person or business in the United States (each, a "Payee"). Member must provide the Bill Pay Provider with the name, address, telephone number of Member's Payees, along with any account number Member has with the Payee. By providing the Bill Pay Provider with this information, Member authorizes the Bill Pay Provider to follow Member's instructions for Bill Pay transactions (such instructions referred to hereinafter as "Payment Instructions") to these Payees. Member is solely responsible for maintaining the current address and account number information for each Payee that Member designates. Navigant is not responsible for any errors or losses that may occur because Member failed to provide the Bill Pay Provider with correct information regarding the Payee, or if an amount Member owes the Payee is paid in full.

46.2 **Eligible Transactions.** Member can perform the following transactions (each, a "Bill Pay Transaction") from the Payment Account through Bill Pay:

(i) **Payments (Generally).** Member may use Bill Pay to make payments on the same day that Member enters the Payment Instructions by 9:00 P.M. Eastern Time, on a future date, or on the same day each month, subject to the restrictions in this Agreement. Member may enter Payment Instructions 24 hours a day, 7 days a week subject to system availability as described in the Agreement. However, payments will only be made on Business Days. All Payment Instructions are subject to review and verification by Navigant.

(ii) **Future Payments.** Member may schedule Payments on any future Business Day (up to 364 days in advance). The Bill Pay Provider shall complete the payment, provided that the Bill Pay Provider has not blocked the Payment Account.

(iii) **Recurring Payments.** Member may schedule automatic, recurring future payments. These payments must be for the same amount each month and will be paid on the same Calendar Day each month or on the next Business Day if the regular payment day falls on a weekend or holiday.

Member may also use Bill Pay to review, change and cancel payments, or to inquire about their status. Member must do so before cut-off times that Navigant establishes and posts on the Online Banking site. The Bill Pay service will allow Member to review Member's most recent twenty-four (24) months of Bill Pay Transactions.

NAVIGANT RESERVES THE RIGHT TO REFUSE TO HONOR PAYMENT INSTRUCTIONS THAT REASONABLY APPEAR TO NAVIGANT TO BE FRAUDULENT OR ERRONEOUS.

46.3 **Limitations.** In addition to other limitations specified in this Agreement, Member's Bill Pay transactions are limited by and subject to the terms set forth below:

(i) **Payment Account Must Be in Good Standing.** Member must maintain the Payment Account in good standing in order to perform transactions through Bill Pay. If the Payment Account is closed for any reason, Navigant may suspend or terminate Member's right to use Bill Pay.

(ii) **Limitation on Transfers.** For security reasons, Navigant may limit the frequency and dollar amount of Bill Pay transactions from Member's Payment Account.

(iii) **Dollar Limits on Transfers.** Member may provide Navigant with Payment Instructions in an amount up to the available balance (as defined in the Deposit Account Agreement) in Member's Payment Account. If Member's payment is presented against insufficient available funds, Navigant may either return the item unpaid or pay the item and create an overdraft on Member's Payment Account, each in accordance with the terms of the Deposit Account Agreement. Member understands that Navigant may also assess either a non-sufficient funds return fee (if Member's payment is returned unpaid) or a non-sufficient funds paid fee (if Member's payment is paid, creating an overdraft), and Member agrees to pay the amount of that fee as is disclosed in the Business Fee Schedule (as amended from time to time).

(iv) **Limitations on Payees.** Only Payees with United States addresses may be paid using Bill Pay. Navigant and Bill Pay Provider reserve the right to refuse to pay certain Payees.

(v) **Prohibited Payments.** Member agrees not to make payments to government agencies, tax payments, or any court ordered payments (such as alimony or child support payments) through Bill Pay.

46.4 **Payment Methods.** Navigant and the Bill Pay Provider reserve the right to select the method in which to remit funds on Member's behalf to the Payee. These payment methods may include, but are not limited to, an electronic payment, an electronic to check payment, or a laser draft payment. Regardless of the payment method used, the Bill Pay Provider will electronically debit Member's Payment Account for the amount of the Bill Pay Transaction. Unless the Bill Pay Transaction is scheduled for the same day or is to be done on an expedited basis (an "Expedited Bill Pay Transaction"), the Bill Pay Provider will debit the Payment Account within two (2) Business Days of the date on which the Bill Pay Transaction is scheduled to occur. If there are insufficient available funds in the Payment Account at the time the Bill Pay Provider attempts to debit the required funds, the Bill Pay Provider may (but is not required to) attempt to electronically debit the necessary funds on up to three (3) subsequent occasions.

46.5 **Timing of Bill Pay Transactions.** When Member is providing Payment Instructions, the Bill Pay service will inform Member of the earliest date on which Member may schedule a Bill Pay Transaction (typically 2 Business Days from the current date if the Bill Pay Transaction will be made via electronic means, or 4 Business Days from the current date if the Bill Pay Transaction will be made via other forms of payment). In some instances, the Bill Pay service may indicate that Member may make the Bill Pay Transaction on the same Business Day. When scheduling Payment Instructions, Member may not include any grace days the Payee provides in the calculation. In order for a Payment Instruction to be considered received on a specified date, it must be received prior to 9:00 P.M. Eastern Time. Payment Instructions received after this deadline or on weekends or holidays will be considered received on the next Business Day. Navigant is not responsible for delays in delivery of payments, or a failure to deliver payment, caused by the U.S. Postal Service. Navigant will not be responsible for any loss that Member may incur as a result of a late payment if Member's Payment Instructions are not received by the time periods described in this Section. Any late payment or finance charges that may be imposed by a Payee are Member's responsibility.

46.6 Account Blocking.

(i) If Member's Payment Account does not have sufficient funds when the Bill Pay Provider processes the payment, the Bill Pay Provider may make up to three (3) attempts to retrieve the funds if the payment was sent electronically or if the paper check payment is under \$500.00. If the paper check payment is over \$500.00, the Bill Pay Provider will immediately place a stop payment on the check and Member will be responsible for any fees that Payee assesses to Member related to the stop payment.

(ii) Navigant shall have no obligation or liability if a transfer or payment is not completed because there are insufficient funds in Member's Payment Account to process a payment. In all cases, Member is responsible for either making alternative arrangements for the payment or rescheduling the payment through Bill Pay. If the payment item is returned for insufficient funds, Member's Payment Account will be blocked immediately. The Bill Pay Service will keep the Payment Account blocked until Member's Payment Account has sufficient funds. When Member's Payment Account is blocked, Member may still view the Payment Account, but Member cannot schedule new payments or set up new payment rules. Placing and lifting the Payment Account blocks is controlled by the Bill Pay Provider.

(iii) The Bill Pay Provider will attempt to notify Member via the email address on file to inform Member that its Payment Account is blocked.

(iv) If the Bill Pay Provider is unable to collect funds within forty-five (45) days of Member's scheduled payment, the Bill Pay Provider will begin the process of retrieving funds through the collections process. If the Payment Account is closed, Navigant has the right to collect the debt from any open Deposit Account on which Member is a signer.

46.7 Stopping Bill Pay Transactions. If Member has transmitted Payment Instructions, and the payment is in a "Pending" status, Member may use Bill Pay to cancel or edit the payment (if, for example, a payment date has not yet arrived or a payment amount or Payee is incorrect). Once a payment is listed in the Bill Pay service as being in a "Processed" status, Member will be unable to edit or cancel the payment, and Member will be responsible for the payment. In some cases, if the payment was made by paper check, Member may place a stop payment order on the check and, if the order satisfies all applicable requirements, Member will be issued a credit to the Payment Account in the amount of the check. Please see Navigant's Business Fee Schedule for information on a stop payment fee. If Member's payment is made via check, and the Payee has not presented the check for payment within ninety (90) days from the date indicated on the check, payment will be stopped automatically on that check, and Member will be issued a credit to the Payment Account in the amount of the check. Payments sent electronically cannot be stopped.

46.8 Expedited Bill Pay Transactions. If Member initiates an Expedited Bill Pay Transaction, additional fees will apply. These fees will be disclosed to Member when Member provides Navigant with the Payment Instructions for the Expedited Bill Pay Transaction and are also found in the Business Fee Schedule (as may be amended from time to time).

46.9 Online Bill Delivery and Presentment. Member offers through the Bill Pay Provider the ability for Member to receive bills from certain third parties ("Billers"). If Member activates the Online Bill Delivery and Presentment Service, then Member also agrees to the following:

This feature is for the presentment of electronic bills only, and it is Member's sole responsibility to contact Member's Billers directly if Member does not receive Member's statements. In addition, if Member elects to activate one of Online Banking's electronic bill options, Member also agrees to the following:

(i) Member Must Keep Member's Information With Biller Current. Navigant is unable to update or change Member's personal information (e.g.: name, address, phone numbers and e-mail address, etc.) with the Biller. Member will need to make any such changes by contacting the Biller directly. Member must also be responsible for maintaining Member's log-in credentials for any Biller sites. Member agrees that Navigant may (but is not required to) provide Member's Biller with data it requests when Member activates an electronic bill for that Biller.

(ii) Activation. When Member activates the Online Bill Delivery and Presentment Service, Member is providing Navigant with consent to notify the Biller of Member's request to receive electronic billing information and for Navigant to obtain such data from the Biller on Member's behalf. Depending on the Biller, the activation process may require Navigant to request Member's log-in credentials for that Biller's site. If Member provides Navigant with those log-in credentials, Member authorizes Navigant to use them to obtain Member's electronic billing information on Member's behalf. Billers may, in their sole discretion, deny Member's request to receive electronic billing information. It may take up to one to two billing cycles for Member to receive Member's first electronic bill from a Biller. Member must keep its account(s) with the Biller current while the Online Delivery and Presentment Service is being activated.

(iii) Electronic Bill Receipt Notification. Navigant will use its best efforts to present all of Member's electronic bills promptly. In addition to notification within Online Bill Delivery and Presentment Service, Navigant may also send an email notification to the email address that Navigant has on file for Member. It is Member's responsibility to ensure that it keeps its email and other contact information up-to-date. It is Member's responsibility to ensure that it receives and makes payment on its bills, regardless of whether Navigant provided Member with notice.

(iv) Cancellation. The Biller may, in its sole discretion, cancel the electronic presentment of bills to Member. Member may cancel the electronic presentment of its bills at any time, although the necessary amount of prior notice for doing so may vary from Biller to Biller. If either Member or the Biller cancels the electronic presentment of Member's bills, it is Member's responsibility to arrange for alternative means of delivery for Member's bills.

(v) Biller's Failure to Delivery Electronic Bills. Member agrees to hold Navigant harmless from any failure by a Biller to deliver Member's electronic billing information through the Online Bill Delivery and Presentment Service. If a Biller fails to deliver electronic bill information to Member, Member understands that it remains responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(vi) Accuracy of Bills. Navigant is not responsible for the accuracy of any electronic bill(s) Member may receive through the Electronic Bill Delivery and Presentment Service. Navigant is only responsible for presenting the information Navigant receives from the Biller. Any discrepancies or disputes regarding the accuracy of Member's electronic bill summary or detail must be addressed with the Biller directly.

(vii) Other Agreements/Arrangements With Member's Biller. Member's activation of Electronic Bill Delivery and Presentment Service, and Member's agreement to these terms and conditions, in no way alters Member's current liability or obligations that exist between Member and its Billers.

(viii) Neither Navigant nor the Bill Pay Provider is responsible for any delayed or missed payment resulting from any change the Biller makes to their process or systems including e.g., their multi-factor authentication requirement that results in the Bill Pay Provider's inability to retrieve a bill.

46.10 Suspension and Termination. Navigant may suspend or terminate Member's use of the Bill Pay and/or Online Bill Delivery and Presentment Service at any time for any or no reason, including (but not limited to) if Member has not used the Bill Pay and/or Online Bill Delivery and Presentment Service within the most recent 180 days. Navigant will provide notice of such termination to the extent and in the manner described in this Agreement. Member may terminate use of Bill Pay at any time, although Navigant will require that Member put its request in writing. If Member or Navigant terminates access to Bill Pay, it is Member's responsibility to stop making transfers and bill payments Member has previously authorized. If Member does not, Navigant may do so, in Navigant's sole discretion. Navigant will have no liability, however, for payments Navigant makes before it has had a reasonable opportunity, but not less than two (2) Business Days, to act on Member's termination notice. Once Navigant has acted upon Member's termination notice, Navigant will make no further transfers or payments from Member's Accounts, including any transfer or payments Member has previously authorized. Upon notification of a deceased Member enrolled in Bill Pay, all pending and/or recurring payments may be canceled and Bill Pay will be terminated.

47. **Electronic Communication.** Online Banking provides Member with the ability to send and receive secure electronic mail (email) to and from Navigant by using the form provided on Navigant's website. If Member uses Internet email to communicate confidential information, it assumes the risk that Internet email may not be secure. Member may prefer to telephone or write. Please remember that email sent by Member may not be immediately received by Navigant. No action will be made on any email Member sends to Navigant until Navigant actually receives Member's message. Navigant does not accept stop payment requests by email. If Member needs to contact Navigant immediately, please call Navigant at the number set forth in Part I.

48. **Alerts.** Online Banking provides optional, voluntary Account alerts associated with certain modules of Online Banking that must be activated by Member. Account alerts allow Member to choose alert messages for Member's Account(s). Navigant may add new alerts from time to time, or cancel old alerts. If Member has opted to receive an alert that is being canceled, Navigant will notify Member in accordance with the terms of this Agreement. Each alert has different options available, and Member may select from among these options upon activation of Member's alerts service.

Voluntary alerts are subject to the following:

(i) Electronic alerts will be sent to the email address Member has provided as Member's primary email address for Online Banking. If Member's email address changes, Member is responsible for informing Navigant of the change. Member can also choose to have alerts sent to a secondary email address. Changes to Member's primary and secondary email addresses will apply to all of Member's alerts.

(ii) Member understands and agrees that Member's alerts may be delayed or prevented by a variety of factors. Navigant will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Navigant neither guarantees the delivery nor the accuracy of the contents of any alert. Member also agrees that Navigant shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Member or any third party in reliance of an alert. Member agrees that Navigant is not responsible for any costs or fees incurred as a result of alerts direct by Member.

Alerts are not encrypted. Navigant will never include Member's Access Devices or full Account number(s). However, alerts may include Member's name and some information about Member's Accounts, depending upon Member selection of specified alerts. Member's employees who have access to the specified email address(es) enables him/her to view the contents of these alerts.

**49. Use of Financial Management (FM) Products.** With this optional feature, use of Online Banking may be supplemented and/or enhanced by use of a two-way connection from Online Banking to certain FM products (e.g., Intuit's QuickBooks and related products) which allow Member to automatically download transactions and match them with existing transactions from Member's FM product. Member may also enroll in digital invoicing and accounting features through Navigant's relationship with Autobooks. There are no Navigant fees associated with the optional Autobooks features; however, Autobooks imposes payment processing fees, and Member will incur monthly fees if Member elects the upgraded enrollment in the Autobooks accounting service. The Autobooks fees will be disclosed to Member at time of enrollment in the Autobooks services. Access to Account information through FM products must be done using an active User ID and Access Devices or other secure method as may be required. If applicable, Member must purchase necessary software from the software manufacturer, or a retailer of Member's choice. Member's use of such software is governed by the software license agreement(s) included with each software application. Member must agree to the terms and conditions of any software license agreement(s) during the installation and/or use of the FM software on Member's Computer. Member is responsible for the correct set-up and installation of any FM product, as well as maintenance, updates and upgrades to such FM product and/or Member's Computer. Navigant makes no warranties nor accepts any liability for FM products. Navigant is not responsible for any problems related to any FM product itself, Member's Computer or Member's ability to connect using any FM product as described in this Agreement. Member must establish its own internal security procedures for employees that Member authorizes to access Account information in connection with any FM product and to prevent unauthorized use by other employees or persons. Member is responsible for all transactions authorized using FM software. Member should verify all Account data obtained and transactions executed on Member's Accounts using FM software. Navigant's records of transactions, instructions and communications regarding Member's Accounts and use of the Services supersedes any records stored or created on Member's computer equipment through the use of FM software. Member is responsible for any and all obligations to any software vendor arising from Member's use of that vendor's FM software. Generally, Online Banking will support the latest version of FM software and versions released within the last two (2) years.

#### **50. Authorization to Charge Accounts.**

50.1 Member authorizes Navigant and Navigant's Third Parties to provide Online Banking to Member, and, if applicable, authorizes Navigant or Navigant's Third Parties to initiate automated clearing house (ACH) debits or charges to Member's designated Account(s) for any transactions accomplished through the use of Online Banking, including the amount of any Transfer that Member makes and any charges for Online Banking.

50.2 Fees associated with Online Banking are specified in Navigant's Business Fee Schedule. Navigant may change its schedule of fees from time to time, in accordance with the terms of the Deposit Account Agreement. Navigant is authorized to charge such Service Fees to Member in accordance with this Agreement.

**51. Documentation and Verification of Transactions.** Information concerning Online Banking transactions will be shown on Member's statements for the Account(s) to and from which transfers are made.

#### **52. Member Responsibilities; Security.**

52.1 Member is responsible for all transfers, payments or other Online Banking transactions that Member authorizes to be made using Online Banking.

52.2 Member agrees not to disclose any proprietary information regarding Online Banking to any third party (except to Member's Administrator and Authorized User(s)). Member also agrees to comply with any operating, security and recognition procedures Navigant may establish from time to time with respect to Online Banking. Member will be denied access to Online Banking if Member fails to comply with any of these procedures. Member acknowledges that there can be no guarantee of secure transmissions over the Internet and that Online Banking's security procedures are reasonable. Member is responsible for reviewing the transaction reports Navigant provides on-line and in Member's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using Online Banking, all transactions will be deemed to be authorized by Member and to be correctly executed thirty (30) Calendar Days after Navigant first provides Member with a statement or online transaction report showing that transaction, unless Member has provided written notice that the transaction was unauthorized or erroneously executed within that period.

**53. Contacting Navigant.** Member may telephone Navigant and/or write Navigant at the phone number and address provided in Part I of this Agreement to: (a) request stop payment, (b) inquire about the receipt and/or amount of credits to Member's Account(s), (c) notify Navigant if Member's Access Devices are lost or stolen, (d) notify Navigant of unauthorized transactions appearing on Member's statement or (e) change Member's mailing or email address.

**54. Joint Accounts.** When Member's access to Online Banking is linked to one or more jointly owned Accounts, Navigant may act on the verbal, written or electronic instructions of any joint owner of those Accounts. Each owner of a Deposit Account is authorized to access all of the Available Funds held in that Deposit Account through Online Banking.

**55. Hyperlinks.** Navigant may elect to display one or more hyperlinks on the Online Banking website from time to time. A hyperlink is any highlighted words or phrases in a document that allows Member to click through to another section of the same document or to another document on the Internet. A hyperlink may allow Member to click through to a third party website over which Navigant has no control. Navigant disclaims any responsibility for the content, products and services provided at linked third party websites. Navigant is not liable for any failure of the products or services advertised on third party websites. Member should be aware that third party websites may have privacy policies that differ from Navigant's; it is Member's responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to Member. The linked third party websites may provide less security than Navigant's website.

#### **56. Errors or Questions about Electronic Transactions.**

56.1 Errors or Questions. Member will call Navigant or write to Navigant at the number/address provided in Part I of this Agreement if Member thinks:

- (i) Member's statement or transaction record is wrong, or
- (ii) Member needs more information about a transaction, including one listed on the statement.

56.2 Navigant will need to know the following:

- (i) Member's name and Account number;
- (ii) A description of the error or the transfer Member is unsure about and an explanation of why Member believes it is an error or why Member needs additional information; and
- (iii) The dollar amount of the suspected error.

56.3 Navigant will tell Member the results of Navigant's investigation within a reasonable time after Navigant hears from Member, and any error will be addressed in accordance with the terms of this Agreement.

#### **56.4 Unauthorized Online Banking Transactions.**

(i) Member will notify Navigant at once if Member believes its Access Devices have been stolen or compromised. In addition, Member will notify Navigant at once if Member believes someone has transferred or may transfer money from Member's Account(s) without Member's permission or if Member suspects any fraudulent activity on Member's Account.

(ii) When Member gives someone its Access Device(s), Member is authorizing that person to use Online Banking, and Member is responsible for all Online Banking transactions the person performs using Online Banking. All transactions that person performs, even transactions Member did not intend or want performed, are authorized transactions. Transactions that Member or someone acting with Member initiates with fraudulent intent are also authorized transactions. For Member's protection, Member should sign-off after every Online Banking session and close Member's browser to ensure confidentiality.

### **PART III: MOBILE BANKING**

This Part sets forth additional terms and conditions applicable to Mobile Banking when Mobile Banking is made available to Member. All capitalized terms used in this Part without definition shall have the meanings given to them in Part I or Part II of this Agreement. Except as otherwise set forth in this Part, to the extent this Part III, including any definitions contained herein, shall conflict with Part I or Part II of the Agreement, this Part III and any amendment hereto from time to time shall control and supersede the same, but only to the extent necessary to resolve the conflict.

**57. Mobile Banking.** Mobile Banking allows Member to use a downloadable software application ("Mobile App") on a smartphone or other eligible Mobile Device (as defined below) to perform certain electronic banking tasks in lieu of Member's Computer, such as monitoring certain Account balances, transferring funds between certain Accounts, initiating ACH and wire transfer transactions from established templates, approving ACH and wire transactions, and locating an ATM or branch location.

#### **58. Registration for Mobile Banking.**

58.1 In order to use Mobile Banking, Member must: (a) be enrolled in Navigant's Business Online Banking Services (as described in Part I above); and (b) have a web-enabled cell phone or other handheld mobile device whose network allows secure SSL traffic using the technology that supports Mobile Banking. Although Mobile Banking is phone device agnostic and will work with any web-enabled cell phone, tablet or other handheld mobile device whose network allows secure SSL traffic using the Mobile App ("Mobile Device"), the registration process may require Member to provide information about the cell phone or other handheld Mobile Device that Member will generally use for Mobile Banking, as well as the telephone number for Member's Mobile Device, the telecommunications carrier that provides service to Member's Mobile Device, and Member's email address. *It is Member's responsibility to provide Navigant with accurate, complete and current information about Member and Member's Mobile Device (including its telephone number, the telecommunications carrier, and Member's email address), and to notify Navigant immediately if any of this information changes or if service to Member's Mobile Device is terminated.* Navigant reserves the right to refuse or cancel Member's registration for Mobile Banking if Navigant cannot verify information about Member and/or Member's Mobile Device.

58.2 To access Mobile Banking, Member will use the same User ID and individual password that Member used to login to the Business Online Banking Services. A one-time passcode will be required to authenticate Member's Mobile Device at the time of registration for Mobile Banking. The passcode may be delivered to Member by voice, text or email.

**59. System Requirements.** An iPhone, iPad or Android device running a recent version of the applicable operating software is required in order to download the Mobile App, which is available in the Apple App Store and Google Play Store.

**60. Standard Data and Text Message Rates Apply.** *Member understands that the standard data and text messaging rates charged by the telecommunications carrier providing service for Member's Mobile Device apply when Member uses Member's Mobile Device to enroll in and use Mobile Banking.*

**61. Representations, Warranties and Covenants.** When Member uses Mobile Banking to access Accounts that Member designates during the enrollment process (each Account so designated being a "Mobile Banking Account"), Member agrees to the following:

61.1 Representations and Warranties. When enrolling in and using Mobile Banking, Member represents and warrants that:

- (i) Member is the legal owner of the Mobile Banking Accounts and other financial information that may be accessed via Mobile Banking; and
- (ii) All information Member provides to Navigant in connection with Mobile Banking is accurate, current and complete, and that Member has the right to provide such information.
- (iii)

61.2 Covenants and Agreements. When enrolling in and using Mobile Banking, Member covenants and agrees that:

- (i) Member will not misrepresent Member's identity or Member's Mobile Banking Account information;
- (ii) Member will keep Member's Mobile Banking Account information up-to-date and accurate;
- (iii) Navigant and its service providers may send Member, by SMS text message, email, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out where required by applicable law), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking, the Business Online Banking Services and other ancillary services;
- (iv) Member will use Mobile Banking carefully, keep its access or User ID, password and other credentials required to log-in to Mobile Banking confidential and secure and not share that information with others;
- (v) Member will check its statements and transactions regularly, report any errors to Navigant promptly by visiting Member's local branch or calling Navigant at 401-233-4700 between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and cancel immediately Member's participation in Mobile Banking if Member observes any material errors in Mobile Banking; and
- (vi) If Member uses any location-based feature for Mobile Banking, Member agrees that Member's geographic location and other personal information may be accessed and disclosed through Mobile Banking. If Member wishes to revoke access to such information, Member may cease using location-based features of Mobile Banking.

**62. Proper Use of Mobile Banking.** Mobile Banking will not work unless Member uses it properly. Member accepts responsibility for making sure that Member understands how to use Member's Mobile Device and Mobile Banking and applicable associated software / application (the "Software") before using it, and that Member always uses it in accordance with any online instructions that may be delivered to Member. From time to time, Navigant may change, upgrade, or add new features to Mobile Banking. In the event of such changes, Member is responsible for making sure that Member understands how to use the updated or changed version of Mobile Banking and/or Software. Navigant will not be liable to Member for any losses caused by Member's failure to properly use Mobile Banking or Member's Mobile Device. Member agrees to exercise caution when utilizing Mobile Banking and to use good judgment and discretion when obtaining or transmitting information.

**63. Relationship of this Part III to Other Agreements.** Member agrees that when Member uses Mobile Banking, Member remains subject to the terms and conditions of Part I (and Part II as applicable) of this Agreement, the applicable Account Agreement(s), and any and all other existing agreements with Navigant and its Affiliates. Member also agrees that Member will continue to be subject to the terms and conditions of Member's existing agreements with any unaffiliated service providers, including, but not limited to, the telecommunications carrier for Member's Mobile Device, and Member understands that Member's use of Mobile Banking and these terms do not amend or supersede any of the agreements with these telecommunications carriers (such agreements being Member's "Mobile Device Agreements"). Member understands that Member's Mobile Device Agreements may provide for fees, limitations and restrictions which might impact Member's use of Mobile Banking (for example, they may impose data usage charges for Member's use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages and alerts, or other use of Member's Mobile Device when using the Software or other products and services provided by Mobile Banking). Member agrees to be solely responsible for all such fees, limitations and restrictions. Member agrees that only Member's mobile service carrier or provider is responsible for its products and services, and that Member's mobile service carrier is not the provider of Mobile Banking. Accordingly, Member agrees to resolve any problems with Member's carrier or provider directly with Member's carrier or provider without involving Navigant. Member also agrees that if Member has any problems with Mobile Banking, Member will contact Navigant directly.

**64. Mobile Banking Features / Transactions.** With Mobile Banking, Member may use Member's Mobile Device with respect to various features from time to time, including for the following activities and transactions (each a "Mobile Transaction") from those Mobile Banking Accounts that Member enabled to be accessed for use with Member's Mobile Device:

64.1 View Limited Transaction History. To view real-time Account(s) balances and a 180days of transaction history for Member's Mobile Banking Accounts.

64.2 Make One-Time Transfers Between Member's Mobile Banking Accounts. To make immediate, one-time transfers of funds between Member's Mobile Banking Accounts (each such transfer a "Mobile Transfer"). Member may transfer any amount of Member's available balance (as defined in Member's applicable Account Agreement(s)) per transaction as long as the transaction does not cause Member's available balance to be less than zero. Mobile Transfers received by 8:00 P.M. Eastern Time on a Business Day (or by Noon on Saturday) will be effective on the current Business Day. Mobile Transfers made after these cut-off times or any time on a Sunday or federal holiday will be effective the following Business Day. Member is not able to schedule future or recurring transfers with Mobile Banking.

64.3 Initiate Certain ACH and Wire Transfers. If Member is enrolled in Navigant's ACH Origination and/or Wire Transfer Service, Member may initiate ACH or Wire transfer requests from established templates as described in the Automated Clearing House (ACH) Origination Service Appendix and/or the Wire Transfer Services Appendix.

64.4 Approve for Release ACH Batches and Approve Wire Transfers. If Member is enrolled in Navigant's ACH Origination and/or Wire Transfer Service, Member may approve for release previously established, balanced ACH batches or files, and approve previously-established wire transfer requests or files via Mobile Banking. As an additional security procedure, Member will be required to utilize a Token for each ACH batch / file or wire transfer request / file approved for release via Mobile Banking.

64.5 Bill Pay. If Member is enrolled in Bill Pay, Member may initiate, change and cancel payments via Mobile Banking.

64.6 Remote Deposit Capture. If Member is enrolled in Remote Deposit Capture, Member may utilize deposit checks using Member's Mobile Device as described below.

**65. Limitations on Use of Mobile Banking.** There are certain limitations of Mobile Banking. Because Mobile Banking is accessible only through the Mobile App on a Mobile Device, Member's access may be limited by the service provided by Member's telecommunications carrier. *Navigant does not guarantee: (a) either the delivery or the accuracy of any information requested or provided through Mobile Banking; or (b) that Member will have continuous or uninterrupted access to Mobile Banking. Navigant will not be liable for damages arising from the non-delivery, delayed delivery, or wrong delivery of any information through Mobile Banking, from any inaccurate information provided through Mobile Banking, from Member's use of or reliance on any information provided through Mobile Banking, or from Member's inability to access Mobile Banking.*

**66. Limitations on Mobile Banking Transactions.** Funds can be transferred immediately between Member's Accounts, where they are Mobile Banking Accounts. Navigant reserves the right to limit the frequency and dollar amount of transfers for security reasons. Member may transfer any amount of Member's available balance (as defined in the applicable Account Agreement(s)) per transaction, as long as the transaction does not cause the available balance in Member's Accounts to be less than zero.

**67. Mobile Device Limitations.** Mobile Banking and some Mobile Banking Transactions may not be available on all types of Mobile Devices. Member also understands and agrees that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**68. Hours of Operation.** Member can use Member's Mobile Device to access Mobile Banking 24 hours a day, seven days a week; however, Member's access to Navigant's Business Online Banking Services and Mobile Banking may be restricted during regular daily maintenance periods and any special maintenance periods. The cut-off times for Member's Mobile Transfers are provided in Section 64.2 of this Part III. All funds transferred after these cut-off times may be processed on the next Business Day.

**69. No Recurring Transfers.** Unless otherwise provided by Navigant from time to time, all Mobile Transfers are limited to immediate one-time transfers only, and for which stop payments may not be issued.

**70. Charges for Mobile Banking.** Navigant does not charge a fee to register for or use Mobile Banking. However, Member may incur charges to receive Internet, cellular or other data service on Member's Mobile Device. Member may also incur charges from Member's telecommunications carrier when sending and receiving SMS text messages in connection with Member's use of Mobile Banking.

**71. Security.** Once Member has registered for Mobile Banking, Member will receive the Internet address for Mobile Banking (the "URL"). Member will then be required to enter Member's User ID, individual password, as well as comply generally with those security procedures associated with Member's access to the Business Online Banking Services (which also apply to Member's use of Mobile Banking), and any additional Access Devices and security procedures Navigant may require to access Mobile Banking. Member's Mobile Device may then be used to conduct the Mobile Transactions discussed in Section 64 through the Mobile App. After five (5) unsuccessful attempts to log into Mobile Banking, Member will be locked out and must contact Navigant to regain access to Mobile Banking. Member is responsible for maintaining the security of Member's Access Devices and, except as otherwise provided in this Part III, Member is responsible for all Mobile Transactions made using Member's Access Devices. Although Mobile Banking will not display the full account number for any of Member's Mobile Accounts, it will display other sensitive information about Member's Mobile Accounts, including balances and transfer amounts. Mobile Banking will not store any personal and/or confidential information with the Mobile App. Anyone with access to Member's Access Devices may be able to view this information. Member agrees to abide by all user manuals, guides, instructions and other documentation that (individually and collectively, the "Mobile Device Documents") Member's telecommunications company and/or Mobile Device manufacturer provide to Member regarding the proper and appropriate use of Member's Mobile Device. Among other things, Member agrees that Member will not "jailbreak" or otherwise tamper with the appropriate use of Member's Mobile Device as outlined in the Mobile Device Documents.

**72. Periodic Statements.** Mobile Transactions will appear in Member's Online Banking activity and on regular account statements.

**73. Terminating Mobile Banking.** Either Member or Navigant may terminate this Part III or Mobile Banking provided under this Part III in accordance with the terms of Part I of this Agreement. If Member terminates Mobile Banking, Member authorizes Navigant to continue making Mobile Transfers that Member has previously authorized until such time as Navigant has had a reasonable opportunity to act on Member's termination notice. Once Navigant has acted on Member's termination notice, Navigant will make no further Mobile Transactions including those Member has previously authorized. If Navigant terminates Member's Mobile Banking, Navigant reserves the right to make no further Mobile Transactions, including those Member has previously authorized. If either Member or Navigant ends Member's right to use Mobile Banking, Member will remain obligated to Navigant for all of Member's Mobile Transactions, even if they occur or are completed after Mobile Banking has been terminated.

Navigant specifically reserves the additional right to terminate Member's Mobile Banking if Member does not log-in to the Mobile App for ninety (90) days or more.

**74. Changes to Member's Contact Information.** It is solely Member's responsibility to assure that the contact information Member has provided to Navigant is current and accurate. This includes not only the telephone number and telecommunications carrier for Member's Mobile Device, but also Member's name, address, other phone numbers and e-mail addresses.

**75. Third Party Beneficiary.** Member agrees that Navigant's service providers may rely upon Member's agreements and representations in these mobile banking terms, and such service providers are third party beneficiaries of this Part III, with the power to enforce its provisions against Member.

**76. Indemnification.** In addition to the terms of Part I, Member agrees to indemnify, defend, and hold Navigant and its Affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from Member's use of Mobile Banking, Member's violation of this Part III, Member's violation of applicable law, or Member's infringement (or infringement by any other user of Member's account) of any intellectual property or other right of anyone.

**77. Limitation and Warranty Disclaimers.** In addition to the terms of Part I, Navigant and its service providers disclaim all warranties relating to Mobile Banking or otherwise in connection with this Part III, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither Navigant nor its service providers will be liable to Member or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if Navigant or our service providers, as applicable, have been advised of, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Member.

**78. Effectiveness.** Member agrees to all the terms and conditions of this Part III. The liability of Navigant under this Part III shall in all cases be subject to the provisions of Part I of this Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Navigant. This Part III replaces HC# 4893-5638-3320

and supersedes all prior agreements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Part III is accepted in writing by Navigant or this Agreement is terminated.

#### PART IV: REMOTE DEPOSIT CAPTURE SERVICE

This Part sets forth additional terms and conditions applicable to the Remote Deposit Capture Service, when Remote Deposit is made available to Member. All capitalized terms used in this Part IV without definition shall have the meanings given to them in Part I, Part II or Part III of this Agreement, as applicable. Except as otherwise set forth in this Part IV, to the extent this Part IV, including any definitions contained herein, shall conflict with Part I, Part II or Part III of the Agreement, this Part IV and any amendment hereto from time to time shall control and supersede the same, but only to the extent necessary to resolve the conflict.

**79. Remote Deposit.** Navigant provides certain remote check clearing services known as "Remote Deposit." Remote Deposit generally facilitates, through the use of a Scanner (as defined below) and/or a Mobile Device, as further described below, the electronic clearing of checks and enables Member to convert checks payable to it or its order that are drawn on or payable at or through financial institutions to digitized images (including a digital picture, if made via a Mobile Device) of a check, an Image Replacement Document, or an Image Exchange Item (as defined in the Check 21 Act) (each an "Electronic Item") and to electronically transmit those Electronic Items – or a file containing those items (an "Electronic File") - for deposit into the Member's Deposit Account with Navigant through the Internet site associated with Remote Deposit (the "Remote Deposit Site"). In its sole and exclusive discretion, Navigant may require Member to complete and submit an application in order to be considered for use of Remote Deposit. Navigant may approve or deny such application in its sole and exclusive discretion.

**80. Service Fees.** Member authorizes Navigant to charge and automatically deduct from Member's Deposit Account (or any other Account maintained by Member with Navigant, if necessary) fees and other amounts incurred in connection with Remote Deposit ("Service Fees"), as may be applicable from time to time and as set forth in the Business Fee Schedule. Member acknowledges and agrees that it is solely responsible for the payment of all Service Fees. The fees and charges for Remote Deposit are in addition to any other fees and charges payable by Member to Navigant.

**81. Hardware.** In order to use Remote Deposit, Member must utilize certain minimum equipment, maintenance services and software specifications as further outlined from time to time by Navigant, including a scanning device ("Scanner") and/or a camera-enabled Mobile Device (as defined in Part III) (collectively, the "Hardware"). When using Remote Deposit in conjunction with a Scanner, Member must also have a Computer as outlined in Part I as well as this Part IV, and as Navigant may specify and approve from time to time.

**81.1 Scanner.** The Scanner must be a model that Navigant has approved for use with Remote Deposit. Member has two options for obtaining a Scanner: (1) Member may purchase at its sole cost and expense a Scanner from a vendor selected or approved by Navigant; or (2) Member may use its own TWAIN-compliant Scanner. Most Scanner software supports the TWAIN specification, but not all. Member may consult the Scanner manufacturer's guide, user manual or website about TWAIN support for Member's Scanner.

**81.2 Mobile Device.** Only certain camera-enabled Mobile Devices may be used with Remote Deposit, as specified by Navigant from time to time. The enrollment process may require Member to provide information about the Mobile Device that Member will use for Remote Deposit, as well as the telephone number for the Mobile Device, the telecommunications carrier that provides service to Member's Mobile Device, and Member's email address. Enrollment requires identification of Member's banking relationship with Navigant as well as verification of Member's Mobile Device. If Member uses a handheld mobile device other than its Mobile Device to access Remote Deposit, any short message service ("SMS") text messages originating from Remote Deposit will be sent to the Mobile Device that Member entered and verified when registering for Remote Deposit. *It is Member's responsibility to provide Navigant with accurate, complete and current information about Member and Member's Mobile Device (including Member's telephone number, the telecommunications carrier, and Member's email address), and to notify Navigant immediately if any of this information changes or if service to Member's Mobile Device is terminated.* Navigant reserves the right to refuse or cancel Member's registration for the Remote Deposit if Navigant cannot verify information about Member and/or Member's Mobile Device.

**81.3 Additional Mobile Device Requirements.** Member understands that Member must, and hereby agrees, at its sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Remote Deposit and that fulfills Member's obligation to obtain and maintain secure access to the Internet. Member understands and agrees it may also incur, and shall pay, any and all expenses related to the use of Remote Deposit in conjunction with a Mobile Device, including, but not limited to, telephone service or Internet service charges. Member is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Remote Deposit. Member understands and agrees that it is solely responsible for the operation, maintenance and updating of the Mobile Device used in connection with Remote Deposit and the cost thereof, and Member hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. Navigant is not responsible for, and Member hereby releases Navigant from, any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using electronic mail or the Internet. Navigant is not responsible for, and Member hereby releases Navigant from, any and all claims or damages resulting from, or related to, defects in or malfunctions of the Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Navigant hereby advises Member, and Member hereby agrees to scan the Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses. The virus detection product will not be provided by Navigant.

**82. Desktop Scanning Software.** Member may elect to download and use the DeposZip application ("DeposZip"), a desktop scanning software, on Member's computer with a minimum of Windows 10. DeposZip is provided by a third party ("Third Party"). The terms and conditions in this Section 82 apply solely to Member's use of DeposZip.

**82.1 Restrictions.** Member shall not itself, and shall not permit any parent, subsidiary, affiliate, agent, or other party to: (i) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display DeposZip or related documentation except as necessary to utilize DeposZip for mobile check deposits; (ii) decompile, disassemble, reverse engineer, or attempt to reconstruct DeposZip, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of DeposZip by any means whatsoever, or disclose any of the foregoing; (iii) create and derivative works or any other software program based upon DeposZip or related documentation or modify DeposZip in any way; or (iv) use DeposZip or documentation to develop or enhance any product that competes with DeposZip.

**82.2 Intellectual Property.** Navigant or the Third Party, as the case may be, retain all rights, title and interests, including intellectual property rights, in and to the DeposZip and services, any improvements, translations, modifications, or derivatives thereof, and any related documentation provided or made available to Member, including all intellectual property rights therein. Member acknowledges that DeposZip and related documentation contain patented inventions, copyrighted material, trade secrets, and other material that is proprietary to one or more Third Party. Except as expressly stated herein, this Agreement does not grant Member any intellectual property rights in the DeposZip, services, or any related documentation or materials and all rights not expressly granted herein are reserved by Navigant and the Third Party. Member shall assign, and hereby does assign, to the Third Party all rights, title and interest, including all intellectual property right, in any ideas, modifications, enhancements, improvements, inventions, works for authorship, or any other suggestions that Member or any of its employees or agents propose, create, author, or develop relating to DeposZip or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

**82.3 Compliance with Laws.** Member shall comply with all applicable laws, rules, regulations and prevalent industry standards in their use of DeposZip, including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined or used in such applicable law or regulation.

**82.4 Limitation of Liability.**

(i) NAVIGANT AND THE THIRD PARTY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANT ABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. DEPOSZIP IS PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, THIRD PARTY DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT THE OPERATION OF DEPOSZIP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF DEPOSZIP WILL MEET MEMBER'S REQUIREMENTS, OR THAT DEPOSZIP WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE, OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY.

(ii) IN NO EVENT SHALL THIRD PARTY BE LIABLE UNDER THIS SECTION FOR AN AMOUNT EXCEEDING THE LESSER OF THE ACTUAL DAMAGES INCURRED BY MEMBER OR THE FEES PAID BY MEMBER FOR USE OF DEPOSZIP IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE EVENT GIVING RISE TO THE LIABILITY TOOK PLACE, WHETHER IN CONTRACT, TORT OR OTHERWISE.

(iii) IN NO EVENT WILL THIRD PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS SECTION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

82.5 Indemnification. Member shall indemnify, defend and hold harmless Third Party and its respective affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions, or demands, including claims of another financial institution, business entity, or government authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claims are related to Member's use of DeposZip, unless such claim directly results from an action or omission made by Third Party in bad faith.

82.6 Confidentiality.

(i) "Third Party Confidential Information" means trade secrets, know-how, data, methods, documents, devices, software code, technology, and technical information, as well as, business, financial, or customer information of Third Party. Confidential Information will not include any information that Member can prove: (i) was publicly known in the trade or business prior to its receipt of DeposZip; or (ii) was entirely and independently developed by the Member without any use or reference to Confidential Information of the other Party.

(ii) Member acknowledges that Third Party own all rights, titles, and interests, including all IP rights, in Third Party Confidential Information. Member may use Third Party Confidential Information only in connection with its utilization of DeposZip with Navigant's services, and not for any other purpose. Member will protect Third Party Confidential Information from unauthorized use or access.

(iii) Member acknowledges that Third Party Confidential Information may still be under development or may be incomplete or may relate to products that are under development or planned for development. THIRD PARTY MAKES NO WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION OR ITS USE FOR A PARTICULAR PRUPOSE. Neither Navigant nor Third Party grants any license or right to Third Party Confidential Information except for the limited use of such information in connection with use of DeposZip as authorized by Navigant and in compliance with this Agreement.

**83. Check Images; Image Replacement Documents.**

83.1 Original Checks Eligible for Remote Deposit. Member agrees to scan and deposit only Original Checks that qualify as "checks" under Federal Reserve Regulation CC ("Reg CC") that are payable to Member. Member agrees that it will not use the Remote Deposit Capture Service to deposit:

- (i) Original Checks payable to any person or entity other than Member (i.e., payable to another party and then endorsed to Member).
- (ii) Original Checks payable to Member and another party who is not a joint owner on the Mobile Deposit Authorized Account.
- (iii) Original Checks that contain evidence of alteration, or that Member knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Original Check is drawn.
- (iv) Original Checks that were drawn by Member or any other person on any of Member's Accounts or other deposit accounts with Navigant.
- (v) Original Checks previously converted to a substitute check, as that term is defined in Reg CC.
- (vi) Original Checks drawn on a financial institution that is located outside of the United States.
- (vii) Original Checks that are remotely created checks, as that term is defined in Reg CC.
- (viii) Original Checks that are not payable in United States currency.
- (ix) Original Checks that are prohibited by Navigant's current procedures related to the Remote Deposit Capture Service.
- (x) Original Checks where the numerical and written amount are different.
- (xi) Original Checks that were previously returned unpaid by the financial institution on which they are drawn.
- (xii) Original Checks that are payable to cash.
- (xiii) Original Checks that are drawn on the Treasury of the United States.
- (xiv) Travelers Checks.

Member may deposit any of the items listed above at one of Navigant's branches or ATM locations.

83.2 Scanned Items.

(i) Member shall enter check information into the Remote Deposit Site by imaging the front and the back of each paper check and capturing the information contained in the MICR line of the paper check to create an image of the check ("Check Image"). Member shall review each Check Image for clarity to ensure that the item can be reproduced as an Image Replacement Document ("IRD(s)" or "Substitute Check(s)"). Using Remote Deposit, an Electronic File will be created that contains Electronic Items. To ensure accuracy, Member shall balance the dollar total of each deposit to the sum of the Electronic Items prior to transmitting the Electronic File to Navigant. Member shall determine that the Electronic File has been received based on the confirmation page of the Remote Deposit Site. Navigant will indicate acceptance of the transactions and any rejected transactions on the Remote Deposit Site. Member shall process any rejected transactions as paper checks through the normal paper check deposit process.

(ii) Member shall enter the dollar amount of a paper check(s), along with any other optional information that Member would like retained by the Remote Deposit Site. The Remote Deposit Site provides for reports and exporting of the information that has been entered.

(iii) Member shall stamp "SCANNED" on the back of each check. In addition, the back of each check will require an endorsement with the following information: "FOR NCU REMOTE DEPOSIT ONLY".

83.3 Mobile Device Items.

(i) Each Check Image submitted using a Mobile Device (a "Mobile Deposit") must provide all information on the front and back of the original check at the time presented to Member by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve ("FRB"), and any other regulatory agency, clearing house or association.

(ii) Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although Navigant may accept endorsements outside this space. Member's endorsement must include Member's signature and "FOR NCU REMOTE DEPOSIT ONLY," or as otherwise specified by Navigant from time to time. Any loss Navigant incurs from a delay or processing error resulting from an irregular endorsement or other markings by Member will be Member's responsibility.

83.4 Navigant shall electronically deliver to Member, through the Remote Deposit Site, a confirmation of receipt for each deposit submitted, and the deposit shall be considered received by Navigant when such confirmation is delivered to Member. Deposits received via Remote Deposit by 4:00 p.m. Eastern Time on any Business Day will be deposited into Member's Deposit Account the same day. Deposits received via Remote Deposit after 4:00 p.m. Eastern Time or on holidays or days that are not Business Days will be deposited into Member's Deposit Account on the next Business Day that Navigant is open. Deposits via Remote Deposit may be delayed in the event of early closing due to a holiday or unforeseen circumstances. In these instances, deposits will be confirmed on the following Business Day that Navigant is open.

83.5 Navigant will make the first \$225.00 of a Mobile Deposit available on the same Business Day a Member's Mobile Deposit is considered deposited with Navigant. The remaining amount of Member's Mobile Deposit will be available on the second Business Day after the day Member's Mobile Deposit is considered deposited with Navigant. Navigant may make such funds available sooner based on such factors as credit worthiness, the length and extent of Member's relationship with Navigant, transaction and experience information, and such other factors as Navigant may, in its sole discretion, deem relevant.

83.6 Navigant reserves the right to reject any single Check Image or group of Check Images for any reason, before or after delivery of confirmation of receipt.

83.7 Member acknowledges and agrees that in the event any deposited item converted to a Check Image is returned for any reason (for example, non-sufficient funds), Navigant may return the item to Member by delivery of either a Substitute Check or the Check Image, including all associated return information. Return items will be handled in the same manner as check deposits in accordance with the Deposit Account Agreement.

#### **84. Member Responsibilities and Obligations.**

84.1 Member represents, warrants and covenants that after truncation of an original check, Member shall safeguard the Electronic Items and original checks identified in any Electronic File previously sent to Navigant in order to ensure that such original checks and Electronic Items: (i) shall not be submitted for deposit with Navigant or any other financial institution, except in accordance with the terms and conditions of this Part IV related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity.

84.2 Upon receipt of any transmitted Electronic File, Navigant shall be the lawful owner of such Electronic File and each Electronic Item with respect to original checks imaged in that Electronic File. Member shall retain all original checks truncated pursuant to this Part IV for a period of sixty (60) calendar days in a manner that is mutually agreed upon between the parties hereto. However, for accounting, auditing and other legal purposes, Member may keep electronic records regarding its receipt and deposit of such checks, provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment.

84.3 Members shall deliver promptly to Navigant, upon its request, the original check if a request is made within the retention period provided above, or Substitute Check or Sufficient Copy thereof, for each Electronic Item created by Member. The term "Sufficient Copy" means a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

84.4 Member shall not create at any time an Electronic File under this Part IV or otherwise use Remote Deposit to capture or maintain tax identification numbers or non-public personal information of any third-party from whom Member has received an original check for payment or deposit or which Member has selected for truncation.

84.5 Member agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions in conjunction with Member's use of Remote Deposit.

84.6 If Navigant receives a returned item for a check deposited by Member after Member has terminated this Part IV, then Member agrees that Navigant may debit Member's Deposit Account, or if such Deposit Account has been closed by Member, Navigant will send a request for payment to Member, and Member agrees to pay Navigant within a commercially reasonable period of time.

84.7 Member agrees to have controls in place to ensure that Remote Deposits, including the Hardware and checks processed through the Hardware, are properly safeguarded and stored in accordance with the timeframe set forth in Section 83.2 above and in a secure location, under effective control, in order to safeguard against unauthorized access and use. Member shall ensure that all such checks are thereafter destroyed by a cross-shredder, and/or pulped or otherwise destroyed in such a manner that does not permit recovery, reconstruction or future use of the checks. Member agrees that it will not simply throw out such paper checks with other classes of records or with miscellaneous trash. No check transmitted to Navigant shall be deposited into any other depository institution causing funds to be debited twice from the account of the check writer. Member agrees to be responsible for all consequential damages resulting from lack of proper controls over processed checks.

84.8 Member shall notify Navigant of any interruptions in, delay or unavailability of, or errors caused by Remote Deposit immediately upon discovery thereof. Notwithstanding the foregoing, in the case of any error caused by Remote Deposit, Member shall provide such notice within the time periods set forth in Section 11 of Part I.

**85. Member Warranties, Covenants.** Member makes the following representations, warranties and covenants as of the effective date of this Part IV and upon each delivery of each Electronic Item and/or an Electronic File to Navigant:

85.1 An Electronic File may include an electronic representation of a Substitute Check. Member shall redeposit a returned original check or a returned Electronic Item by delivering the same to any Navigant branch location. A returned original check or returned Electronic Item may not be re-submitted by Member using Remote Deposit. Member may only use Remote Deposit to re-submit an IRD or Substitute Check that has been returned to Member for non-sufficient funds.

85.2 With respect to each Electronic Item in any Electronic File delivered to Navigant, the Electronic Item accurately represents all of the information on the front and back of the original check as of the time that the original check was created by the payor; contains all required and valid endorsements; replicates the MICR line of the original check; and meets all FRB standards of and technical requirements for sending Electronic Items to any as set forth in the applicable FRB operating circular, or as established by the American National Standards Institute ("ANSI") or any other regulatory agency, clearing house or association. Specifically, each Electronic Item of each original check shall be of such quality that the following information can clearly be read and understood by sight review of such Electronic Item:

- (i) the amount of the check;
- (ii) the payee of the check;
- (iii) the signature of the payor of the check;
- (iv) the date of the check;
- (v) the check number;
- (vi) the information identifying the payor and the paying Navigant that is preprinted on the check, including the MICR line; and
- (vii) all other information placed on the original check prior to the time an image of the original check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

85.3 Member shall also ensure that the following information is captured from the MICR line of each original check:

- (i) the American Bankers Association routing transit number ("RTN");
- (ii) the number of the account on which the check is drawn;
- (iii) when encoded, the amount of the check; and
- (iv) when encoded, the auxiliary on-us field (serial number) and the process control field of the check.

85.4 The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the original check, a Substitute Check, or another paper or electronic representation of such original check or Substitute Check) for transfer, forward collection or return. Member shall ensure that each original check is stamped and endorsed prior to truncation as described in this Section.

85.5 Member is entitled to enforce the original check, or Member is authorized to obtain payment of the original check on behalf of a person who is either entitled to enforce the original check or is authorized to obtain payment on behalf of a person entitled to enforce the original check.

85.6 Member will submit financial and/or other additional information to Navigant upon request in order for Navigant to establish or amend Member's deposit and file limits as further described in Section 85 and as established by Navigant and communicated to Member, or to otherwise monitor or audit Member's use of the Remote Deposit and compliance with this Part IV. Member will also notify Navigant of any change in transaction volumes or financial condition that may have an effect on this Part IV or Member's use of Remote Deposit.

85.7 Member shall also request permission from Navigant in advance of any change in location at which Remote Deposit is used from its original Navigant-approved location(s) or address as provided to Navigant by Member in association with Navigant's site visit to Member, which permission Navigant may grant or refuse in its sole and exclusive discretion. Member shall also request from Navigant permission to use Remote Deposit in any location(s) in addition to its original Navigant-approved location or address, which permission Navigant may also grant or refuse in its sole and exclusive discretion. In addition to but not in lieu of the foregoing, Member shall request advance permission from Navigant prior to using Remote Deposit and/or any Hardware outside the continental United States and/or outside of those states (including the District of Columbia) in which Navigant operates from time to time. Navigant may grant or decline such request in its sole and exclusive discretion and in consideration of applicable law.

85.8 Both Member and the clients with whom it does business are reputable and are not using Navigant as a conduit for money laundering or other illicit purposes.

85.9 None of Member's transactions to be processed by Navigant are prohibited by any applicable law, regulation, order, rule or judgment.

85.10 Member's Electronic Files will not contain viruses that originate from Member's Computer or Mobile Device.

85.11 None of Member's employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

85.12 Member is responsible for implementing operational controls and risk-monitoring processes, as well as conducting periodic self-assessments of the security of Remote Deposit and its processes and practices with regard to use of the Remote Deposit. Member also agrees to pay all fees associated with Remote Deposit, as set forth in the Business Fee Schedule or otherwise disclosed by Navigant from time to time.

**86. Deposit and File Limits.** Member's use of Remote Deposit is limited as more particularly described in the letter provided by Navigant to Member at the time of enrolling in Remote Deposit (the "Enrollment Letter"), and as the parties may otherwise agree from time to time. Such limits may include but are not limited to maximum total daily dollar amounts; maximum per item dollar amounts; maximum percentage of monthly transactions returned; and maximum number of items to be deposited per day. In its sole and exclusive discretion from time to time, Navigant may also require that Member provide collateral or maintain a minimum balance in one or more of Member's Deposit Accounts to cover the risk of return and/or claims against deposited items. In addition, Navigant may require that Member maintain such collateral coverage or minimum balance with Navigant beyond termination of Member's use of Remote Deposit.

**87. Security Procedures.**

87.1 Upon successful enrollment in Remote Deposit, Member can access Remote Deposit using the associated User ID(s) and password(s) as set forth in Part I. In addition, Member's use of Remote Deposit will be subject to the security procedures applicable to and established by Navigant in connection with Remote Deposit and as set forth in Schedule A to this Agreement, as well as the Remote Deposit Guide(s) provided by Navigant from time to time.

87.2 Member acknowledges that, in addition to the above individual passwords, access to the Remote Deposit includes, as part of the Access Devices, a multi-factor authentication security procedure at log-in for Member, including the Administrator and Authorized Users. This additional security procedure involves an additional one-time access or pass code for initial log-on and Computer registration that is in addition to User ID and individual password security (hereinafter "Enhanced Log-in Security").

87.3 Navigant does recommend as a commercially reasonable security procedure that Member implement dual control of Remote Deposit, whereby one Authorized User creates, edits, cancels, deletes and restores an Electronic File, and a second different Authorized User reviews the Electronic File prior to it being released.

87.4 Member accepts as its sole responsibility the selection, use, protection and maintenance of, confidentiality of, and access to, all of the Access Devices. Member agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Member agrees not to reveal the Access Devices to any unauthorized person. Member further agrees to notify Navigant immediately if Member believes that the confidentiality of the Access Devices has been compromised in any manner.

87.5 The Access Devices identify and authenticate Member (including the Administrator and Authorized Users) to Navigant when Member accesses or uses Remote Deposit. Member authorizes Navigant to rely on the Access Devices to identify Member when Member accesses or uses any of Remote Deposit, and as signature authorization for any Payment, transfer or other use of Remote Deposit. Member acknowledges and agrees that Navigant is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Navigant owns the Access Devices, and Member may not transfer them to any other person or entity. If this Part IV is terminated, Member's access to Remote Deposit will be immediately terminated.

87.6 Member acknowledges and agrees that the Access Devices and other security procedures applicable to Member's use of Remote Deposit are a commercially reasonable method for the purpose of verifying whether any transaction, transfer or other use of Remote Deposit was initiated by Member. Member agrees to be responsible for any transmission Navigant receives through Remote Deposit that is processed by Navigant in accordance with the security procedures, even if such transmission is not authorized by Member, including any fraudulent transmission by Member's employees or agents. Member agrees that any election Member may make to change or waive any optional security procedures recommended by Navigant is at Member's risk and that any loss resulting in whole or in part from such change or waiver will be Member's responsibility. Member further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a transaction, transfer or any other use of Remote Deposit.

87.7 If Member has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a transaction, transfer or other use of Remote Deposit has been or may be made with any Access Devices without Member's permission, Member must contact its Administrator. Member also agrees to provide Navigant with immediate notice of any actual or suspected breach in the security of or other unauthorized access to Remote Deposit through use of Member's Computer or Mobile Device. Such notice shall include a description of the incident in general terms; a description of the type of information or data related thereto that was the subject of unauthorized access or use; a description of what Member has done to protect the information or data from further unauthorized access; and a telephone number or other contact information so that Navigant can call for further information or inquiry. In no event will Navigant be liable for any unauthorized transaction(s) that occurs with any Access Devices.

**88. Limitation of Liability; Indemnification.** The limitation of liability and indemnification terms and conditions set forth in the Part I shall apply to Remote Deposit and this Part IV. In addition to but not in lieu of the foregoing, Navigant shall have no liability for any error or delay in performing Remote Deposit and shall have no liability for not processing a Check Image, if:

- (i) Navigant receives actual notice or has reason to believe that Member has filed or commenced a petition or proceeding for relief under any Bankruptcy or similar law;
- (ii) The ownership of funds involving a Check Image or Member's authorized representative's authority to transmit a Check Image is in question;
- (iii) Navigant suspects a breach of the security procedures;
- (iv) Navigant suspects that Member's Deposit Account has been used for illegal or fraudulent purposes; or
- (v) Navigant reasonably believes that a Check Image is prohibited by federal law or regulation, or otherwise so provided in this Part IV.

Further, Navigant will not be liable to Member for any unauthorized actions or fraud initiated or caused by Member or its employees or agents. Navigant will also be excused from failing to transmit or delay in transmitting a Check Image if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

**89. Audit Rights and Site Visits; Internal Controls.** Navigant, its accountants, auditors or agents shall have the right to conduct site visits of Member, as well as review, inspect and audit, at Navigant's expense and with reasonable notice, and at any time as Navigant may in good faith deem necessary or reasonable during or after the term of this Part IV, Member's compliance HC# 4893-5638-3320

with the terms of this Part IV, including but not limited to Member's use of Remote Deposit, its Computer, Mobile Device and security infrastructure, and the books and records of Member related to: (i) Member's activities hereunder and/or (ii) conformance with Member's obligations hereunder. In addition, Navigant reserves the right, in its sole and exclusive discretion, to require Member to implement additional internal controls at Member location(s) where use of Remote Deposit occurs and to request information from Member relative to Member's security infrastructure. Any review, inspection or audit to be performed by or for Navigant pursuant to this Section shall be conducted only during normal business hours, using reasonable care not to cause damage and not to interrupt the normal business operations of Member. Navigant will provide to Member certain site visit documentation including, but not limited to a listing of the location(s) of each Scanner, at the time of each site visit.

**90. Effectiveness.** Member agrees to all the terms and conditions of this Part IV. The liability of Navigant under this Part IV shall in all cases be subject to the provisions Of Part I, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Navigant. This Part IV replaces and supersedes all prior arrangements on file with respect to Remote Deposit, as described herein and shall remain in full force and effect until termination or such time as a different or amended Part IV is accepted in writing by Navigant or Part I is terminated.

**BUSINESS ONLINE BANKING**  
**SCHEDULE A**

**SECURITY PROCEDURES**

ONLINE BANKING: Except as may otherwise be noted, the following security procedures are **required** for all Online Banking Members (and for Mobile Banking and Remote Deposit Members, except as indicated otherwise):

**User ID:** This is the electronic identification, in letters and/or numerals that is assigned to each Company Administrator. The Company Administrator then assigns a User ID to each Authorized User that will be used for log-in by the Administrator and each Authorized User.

**Password:** At set-up, Navigant will provide an individual, temporary password to the Company Administrator. The Company Administrator provides each individual user a temporary password. The Administrator and Authorized User(s) will be required to change their individual password upon the first sign-on to a unique password known only to him/her. The Administrator and each Authorized User will have an individual, unique User ID and password.

**Enhanced Log-In Security:** In addition to the above individual User IDs and individual passwords, access to Online Banking and Mobile Banking includes, as part of the Access Devices, a multi-factor authentication security procedure at log-in for Member, including Member's Administrator and Authorized Users. This additional security procedure involves an additional credential for each User that is in addition to User IDs and individual password security (hereinafter "Enhanced Log-in Security"). It incorporates an additional factor(s) of identity authentication that includes one-time passcodes. These passcodes may be delivered to Users via email, voice or SMS text. Navigant encourages delivery by voice or SMS text and discourages email delivery.

**Tokens and Passcodes:** An additional required security procedure incorporates use of a security device or token ("Token") for certain transactional functionality associated with ACH transactions and wire transfers. A physical Token (e.g., a fob) or a "soft" Token (accessed via Mobile App or Computer) will be issued to any Authorized User(s), for example, for use in approving ACH transactions and wire transfers. Notwithstanding the foregoing, Navigant reserves the right to incorporate the use of Tokens for certain other functionality from time to time, in its sole discretion, including by way of example only and not by way of limitation, the use of Tokens with certain administrative functionality and for the creation of ACH and wire templates, as applicable. Physical security of each Token is Member's sole responsibility. With the Token, each Authorized User will receive a one-time code that the Authorized User must enter when approving the file. When an Authorized User leaves Member's employ, his or her User ID must be deleted and, if a Token was issued to such Authorized User, Navigant must be promptly notified so that Navigant may deactivate such Authorized User's Token. Any additional Authorized User requiring a Token must be authorized, in writing by Member to Navigant, for Token creation or creation and deployment. If applicable, fees may be assessed for additional Tokens.

A one-time passcode will be required to authenticate Member's Mobile Device at the time of registration for Mobile Banking and each time an Authorized User logs in to Mobile Banking if the Mobile Device is not enrolled in Mobile Banking. After registration, a Mobile Device may enroll in Mobile Banking.

**Additional Recommended Security Procedures:**

*From time to time and as applicable, Navigant may make available additional security procedures for use with the Services. Navigant strongly recommends the use of these additional security procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:*

- The security procedures include controls within the Services to segregate the duties of those Authorized Users who can create transactions from those Authorized Users who can release and approve transactions. With this additional security feature, one Authorized User is permitted to create, edit, cancel, delete and restore certain transactions including but not limited to ACH Entries or files or wire transfer requests with his/her User ID, password, one-time password and Token; a second *different* Authorized User with his/her User ID, password, one-time password and Token is required to approve, release or delete the transaction request. This applies to both Online Banking and Mobile Banking.
- If Member decides to download and use Mobile Banking and/or use Mobile Remote Deposit Capture, all users must ensure they lock their Mobile Device.

**MEMBER ACKNOWLEDGES AND AGREES THAT THE SECURITY PROCEDURES DESCRIBED IN THIS SCHEDULE ARE A COMMERCIALY REASONABLE METHOD FOR THE PURPOSE OF VERIFYING WHETHER ANY PAYMENT, TRANSFER OR OTHER REQUEST WAS INITIATED BY MEMBER. MEMBER AGREES THAT ANY ELECTION MEMBER MAY MAKE TO WAIVE OR CHANGE (WHERE PERMITTED BY NAVIGANT IN ITS SOLE AND EXCLUSIVE DISCRETION) THE SECURITY PROCEDURES ASSOCIATED WITH THE SERVICES ARE AT MEMBER'S SOLE RISK. MEMBER FURTHER AGREES THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST TRANSMITTED OR PURPORTED TO BE TRANSMITTED BY MEMBER BY WAIVING THE SECURITY PROCEDURES SHALL BE TREATED AS AUTHORIZED, AND MEMBER SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.**

**BUSINESS ONLINE BANKING - SCHEDULE B**

Business Name: \_\_\_\_\_ Tax ID/EIN # \_\_\_\_\_

New Enrollment <input type="checkbox"/>	Changes to service <input type="checkbox"/>
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**1. Designate Company Administrator**

Member may designate only one Company Administrator who is authorized to act on Member’s behalf related to the system administration of Navigant’s Business Online Banking Services. Please refer to the Navigant Business Online Banking Services Master Agreement for further details.

**Please enter information related to Company Administrator below:**

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone # for Security Code Delivery: \_\_\_\_\_

**Important Note to Member:** Given the significant powers conferred upon the Administrator, Navigant strongly recommends appropriate internal controls and measures in the context of Member’s operating environment. Such controls include, for example, dual control audit of all actions of the Administrator to add or delete Authorized User(s) or their functions.

**Please note that businesses are automatically eligible for the Mobile Remote Deposit Capture solution.**

**2. Add Ancillary Service(s) Requested**

**Subsequent Agreements Required**

- |                                |                              |  |
|--------------------------------|------------------------------|--|
| BILL PAYMENT                   | <input type="checkbox"/> ADD | N/A - Terms of service already included in Master Agreement              |
| MULTI-TIN BUSINESS TO BUSINESS | <input type="checkbox"/> ADD | (Please complete & scan entire Multi-Tin Business to Business Agreement) |
| MULTI-TIN CONSUMER TO BUSINESS | <input type="checkbox"/> ADD | (Please complete & scan entire Multi-Tin Consumer to Business Agreement) |

**Comments:**

**If business would like to discuss ways Cash Management services can improve their financial strength, please complete a request to the Cash Management team. We will work with the member to discuss all applicable options.**

- \*Receivables: Receive payments faster and more securely**
- \*Payables: Cost effective payment methods to reduce outstanding credits**
- \*Liquidity: Better manage idle cash**

**3. Attest & Sign by Business Signer**

Navigant and Member acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein and Appendices, constitute the complete and exclusive statement of the agreement between them with respect to the Services and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Services.

**IN WITNESS WHEREOF**, Member and Navigant Credit Union have duly caused this Agreement to be executed by an Authorized Representative.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Representative

Print Name: \_\_\_\_\_

**NAVIGANT CREDIT UNION USE ONLY**

By: \_\_\_\_\_  
(Signature of Navigant Employee)

Print Name: \_\_\_\_\_

Extension: \_\_\_\_\_