

## St. Cloud Financial Credit Union BUSINESS ONLINE BANKING AGREEMENT

**Agreement.** This Agreement is a contract that establishes the rules that cover your electronic access to your accounts at the Credit Union through Business Online Banking. From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated in the notice to the Company.

The terms and conditions of the Membership Agreement and the Truth-In-Savings for your savings/certificate(s) accounts and each of your loan agreements continue to apply notwithstanding anything to the contrary in the Agreement.

By using Business Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

**Definitions.** In addition to all the other terms defined herein, the following terms shall have the following meanings:

- a) "We", "Ours", "Us" and "Credit Union" shall mean St. Cloud Financial Credit Union, and its employees, directors, and agents.
- b) "You", "Your", and "Company" shall mean the account holder authorized by Credit Union to use Business Online Banking, any owner or officer signing the Business Online Banking Application under this Agreement, and any User authorized to exercise control over the account holder's funds through Business Online Banking.
- c) "Account" or "Accounts" shall mean the Individual share or loan accessed through Business Online Banking.
- d) "Administrator(s)" shall mean the primary person(s) that you have designated to establish and authorize subordinate User access and controls to Business Online Banking.
- e) "Authorized User" shall have the meaning defined in the Membership Agreement, and includes the Administrator(s), and any person authorized by the Administrator(s), that is granted access to your account through Business Online Banking.
- f) "Service" means any Business Online Banking services offered and/or used by you in connection with this Agreement, including optional and future services added by addendum by an officer of the company.
- g) "Entry" means any transaction transmitted through the use of any of the services.

**Services.** You may use the service to check the balance of your accounts, view reports, view history, transfer funds between your accounts, initiate scheduled transfers, and bill payment subject to the terms of this Agreement. Optional services available are ACH Origination (including Direct Deposit of Payroll), and Wire Transfer services. Services are subject to transaction limitation

as set forth in the Membership Agreement and Truth-In-Savings/Fee schedules, which govern the use of your account.

**Individual and Business Liability.** Each person signing the application agrees to be personally responsible for the repayment of all overdrawn accounts linked to this service that result from the use of the services. If you indicated that you are acting as an officer of the company with the ability to bind the company to the obligations of this Agreement, then the company is jointly liable for all returns and negative balances on all accounts established in the name of the company. You understand that if you leave the employment or ownership of the company, you will continue to be personally responsible for return Entries for sixty (60) days after you notify us in writing to close the service and prevent further usage.

**Security Interest.** You understand that by signing the application you agree, individually and collectively, to give us a security interest in all present and future shares you have, or have interest in, in any account with us, including your personal account(s) and the account(s) of the company. You are also giving a security interest in all present and future checking accounts with us. You authorize us to take that money and apply it to any negative account balance on any linked accounts associated with this service either now or that are added in the future. You are not giving a security interest in any shares or money in an IRA, SEP, KEOGH, or any other account, which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code.

**Settlement Account.** You agree to open, designate and maintain a business checking account ("Settlement Account") at all times during the terms of this Agreement. If you close your designated settlement account, all services under this Agreement will be cancelled.

**Access.** To use Business Online Banking, you must have at least one settlement account, access to Internet service, and a browser with security features compatible with this service. Browser upgrades may be required from time-to-time for continued use of this service. Access to the service also requires

a Username and User Password. Access will be locked out after five (5) failed attempts.

**Hours of Access.** Services are available 24 hours per day, 7 days a week, although some of the services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Business Online Banking and/or Credit Union website. All loan advances, payments, and account transfers made after the designated cut-off time will be processed the next business day.

**Authorized User.** A company administrator(s) will be set up by the Company via Business Banking Sub User controls. The company administrator(s) will be responsible for setting up authorization or terminating all other company User access to the service. The company administrator(s) will be responsible for resetting passwords and unlocking failed login attempts of any subordinate User. The company administrator will have complete access for all services authorized for the company by the Credit Union. The Credit Union cannot authorize or terminate the authority of a subordinate User. You may terminate the authority of your administrator(s) at any time by amendment to this Agreement or by contacting us by phone at the number listed in the Contact Information section of this Agreement. Subordinate Users may have access to all services, or may be limited by the administrator(s) within the parameters of the system.

The Credit Union shall be entitled to rely on apparent authority of any person who accesses the services using valid User Names and Passwords, including such persons which may not be signers on your account. Except as otherwise provided by law, you will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the service. You agree to provide each authorized User a copy of these terms in connection with their use of the service.

**Security.** You understand the importance of your role in preventing misuse of your account through Business Online Banking and you agree to promptly examine your paper or electronic statement for each of your Credit Union accounts as soon as you receive it and notify us of any errors in accordance with your Membership Agreement. You agree to protect the confidentiality of your account and account number, user name, and passwords. Your password and user name are intended to provide security against Unauthorized Entry and access to your accounts. Data transmitted via the service is encrypted in an effort to provide transmission security. Online Business Banking utilizes identification technology to verify that the sender and receiver, of service transmissions, can be appropriately identified by each other. Notwithstanding our efforts to ensure the service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Business Online Banking, or email transmitted to and from us, will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call us immediately at the number in the Contact Information section of this Agreement.

**Minimum Security Standards.** Implementation of the following security controls on any PC (workstation/desktop/notebook) used

to connect to the St. Cloud Financial Credit Union Business Online Banking system is considered to be critical by St. Cloud Financial Credit Union for protecting your online transactions. Implementation of these controls is intended to protect your St. Cloud Financial account from compromise.

1. Restrict Administrative right. General user accounts should have permissions to use services but not to install any software. Administrative rights to the operating system must be restricted to administrators only.
2. Utilize current anti-virus (malware/spyware) software. Ensure anti-virus software is properly installed and configured, software version is current, updates are applied, virus-signature files are current, and that there is a tested process for at least weekly signature file updates. In addition, complete a full system scan at least once a week.
3. Utilize personal firewall software, even if a network firewall exists. Ensure the personal firewall is properly installed, configured and regularly updated. Also ensure the installation of the personal firewall does not conflict with other security controls before implementation.
4. Operating system/software patch management procedures/process. Ensure patch management procedures are in place and tested for 3<sup>rd</sup> party applications and Windows operating systems and applications.
5. Regularly schedule PCs for vulnerability scans and implementation of appropriate mitigations.

Implementation of the following security controls on any PC used to connect to the St. Cloud Financial Credit Union Business Online Banking system is highly recommended by St. Cloud Financial Credit Union for protecting your online transactions. Implementation of these controls is intended to protect your PC and St. Cloud Financial account from compromise.

1. Ensure PC boot order is restricted to internal hard drive only, and cannot boot from CD/DVD, USB or network
2. Set PC screen saver timeout for 10 to 15 minutes
3. Restrict access to CD/DVD burners on the PC unless job related
4. Restrict access to removable storage (USB/Thumb Drives) on the PC unless job related
5. Apply internet access controls
  - a. Enable browser security
  - b. Implement web filtering proxy/software
6. Implement host or network based intrusion or prevention systems
7. Segment PCs on your network using VLANS or firewalls
8. Configure system logging to record and retain significant security events
9. Ensure your security policy requires unique passwords to be used for each unique system and forbids sharing of passwords with other users.

**Use of Service.** As a condition of using the services, you agree that you are solely responsible for the use of the Business Online Banking System ("System") and the services and that you will use the services in accordance with this Agreement. You agree not to attempt to circumvent the security features of the system or make improper or unauthorized transfer of funds from accounts via the system. You agree and are prohibited from engaging in conduct that would violate the proprietary rights of the system's owner or accessing or using the system in any other unauthorized manner. You agree to be liable to the Credit Union, and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the system by you or your Authorized Users.

**Fees and Charges.** You agree to pay the fees and charges for use of this service as set forth in Exhibit A, our Business Online Banking Schedule of Fees. Fees are subject to change without notice. You agree that such fees and charges will be deducted from your checking account. You agree to pay any additional reasonable charges for services, which are not covered by this Agreement. You are also responsible for telephone, communication, internet service fees, computer hardware, and internet browser upgrades you incur in connection with your use of Online Business Banking.

**Termination.** This agreement is terminable upon 10 days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any Entries initiated by the Company prior to such termination. We are permitted to terminate any service immediately should you breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any service immediately if we are no longer able to provide this service. Termination of any service does not alter your obligation to pay for such service up to the date of termination.

**Contact Information.** Notifications required by this Agreement are to be directed to us at this address or phone numbers listed below.

St. Cloud Financial  
Credit Union  
1716 Pinecone Rd S  
Sartell, MN 56377  
320-252-2634

**Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Business Online Banking services provided to you under this Agreement. We do not and cannot warrant that services will operate without errors, or that any or all services will be available and operational at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Business Online Banking, including: loss of profits; revenue; data or use by you or any third party; whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Credit Union exceed the monthly amounts paid by you for the services provided to you through Business Online Banking.

The Credit Union shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. The Credit Union shall not be responsible for the Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or due authorizations of any Entry received from the Company) or those person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or receiving Depository Financial Institution (including without limitation the return of the Entry by such Receiver or Receiving Depository Financial institution), and no such person shall be deemed the Credit Union's agent. The Company agrees to indemnify the Credit Union against any loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission of the Company, or any other person described in this paragraph.

In no event shall the Credit Union be liable for any consequential, special, punitive or indirect loss or damage which the Company may incur or suffer in connection with this Agreement, including without limitation, loss or damage from subsequent wrongful dishonor resulting from the Credit Union's acts or omission pursuant to this Agreement.

Without limiting the generality of the forgoing provisions, or the provisions of the Business Online Banking Agreement, the Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In addition, the Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Credit Union having exceeded the limitation upon its intra-day net fund position established pursuant to present or future Federal Reserve guidelines or which results in the Credit Union violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.

Notwithstanding any other provision to the contrary, in the event of default under the terms of this Agreement by the Company, the Credit Union shall have all rights and remedies available at law on in equity.

**Governing Law.** This Agreement shall be construed in accordance with Virginia law and, for ACH Origination services, the operating rules of the National Automated Clearing House Association. We and you agree that jurisdiction over, and venue, in any legal proceeding arising out of or relating to this Agreement will exclusively be in the state or federal courts located in Newport News, Virginia.

**Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

**Headings.** Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.

**Remainder of this page intentionally left blank.**

**EXHIBIT A  
BUSINESS ONLINE BANKING  
SCHEDULE OF FEES**

**This page to be replaced with a Credit Union approved and dated copy of the Schedule of Fees.**