



SMALL BUSINESS ONLINE AND MOBILE BANKING AGREEMENT

TERMS & CONDITIONS FOR SMALL BUSINESS ONLINE AND MOBILE BANKING

This “Agreement” sets forth the terms and conditions for utilizing the services offered through Small Business Online and Mobile Banking, and explains the terms and conditions that govern, regulate and protect data transmitted through electronic access points (i.e. online and mobile platforms). The accounts that may be accessed via online and Mobile Banking include only accounts maintained by us and designated by us as an eligible Small Business account.

Accepting the Agreement

When you use, or authorize others to use, Small Business Online or Mobile Banking, you acknowledge that you have received and understand this Agreement and agree to the terms and conditions of this entire Agreement.

Relation to Other Agreements

In addition to this Agreement, you agree that your Accounts (defined below) and the use of Small Business Online and Mobile Banking will be governed by the terms and conditions contained in the account agreement(s) and disclosures (“Account Agreement”) applicable to the Accounts for which Small Business Online or Mobile Banking is used. In the event of a conflict between this Agreement and an Account Agreement, this Agreement shall control as to the specific conflict at issue unless this Agreement specifically states otherwise.

The following services are offered via Small Business Online and Mobile Banking:

Small Business System

Mobile Banking

Alerts

Bill Payment

Wire Services

ACH Services

Online Statements

Remote Deposit

Mobile Remote Deposit

General Terms and Conditions for all Services:

Agreement Definitions The following terms shall have the following meanings:

“We,” “us,” “our,” “Triangle Credit Union,” and “Credit Union” refers to Triangle Credit Union of New Hampshire. “You” and “your(s)” refers to each signer on an account entering into and executing this Agreement. “Agreement” or “Online User Agreement” refers to this Triangle Credit Union Terms and

Conditions for Small Business Online and Mobile Banking agreement entered into by you and us. "Account" is an account with us which is eligible for use in online and mobile banking. An Account will be a share account and may be other deposit or loan accounts. "Administrative Functions" are functions within Small Business Online and Mobile Banking that enable an Administrator to: 1) add, change or delete other Authorized Users and modify their access privileges; 2) change your account settings; and 3) create and modify internal, ACH and Wire transfer templates. "Administrator" is an Authorized User that may perform administrative functions only as indicated in writing by you and approved by us. "Authorized Representative" is an individual identified by you who has authority to bind you to the terms and conditions of this Agreement and specify changes to Services and enrollment information. "Authorized User" is an individual authorized by an Administrator or you to use the Services on your behalf. "Business Day" is Monday through Friday, excluding Federal Reserve holidays. "Business Account" is an Account that is not a Consumer Account. "Deposit Agreements" are the deposit account agreements and disclosures you have with us relating to the Participating Accounts. "Closely Held Business Account" is a Business Account that is held by a business that utilizes the same tax identification number as a Consumer Account (i.e. the social security number of the owner of the Consumer Account). "Consumer Account" is an Account which is held by an individual for personal, family or household purposes. "Eligible Transaction Account" is a Account from which your payments, and Service Fees (if applicable), will be debited, and to which payments and credits to you will be made. An Eligible Transaction Account may include a checking or money market account. "External Account" is your transaction account at another financial institution to or from which money is transferred utilizing small business online or mobile banking. "Linked Accounts" means Accounts that are included in your customer profile on Small Business Online or Mobile banking. Some Linked Accounts listed in your customer profile may not be eligible for all Services based upon account type or designation as a Consumer Account or a Business Account. "Participating Account" is each deposit and/or loan account held by us that participates in a specific Service. "Payment Instruction" is the information provided for a payment or transfer to be made. "Senior Administrator" is an Administrator that may modify account display groups and add, change or delete other Administrators and may modify their access privileges, in addition to performing standard Administrative Functions. "Service" is each cash management service and feature offered by us in this Agreement. "Site" or "Website" refers to Triangle Credit Union of New Hampshire's transactional access website(s) accessible through your various access devices. "User Access Information" means access and authentication credentials, security codes, passwords, security questions and answers, account numbers, login information, and any other security or access information, used by you (or others to whom you have granted authority) to access your Small Business Online or Mobile Banking and/or perform transactions on your Accounts with us.

Amendments

We may from time to time amend this Agreement. Unless otherwise required by applicable law, such amendments will become effective upon your use of the Services after such amendments have been posted to the Website or upon delivery of notice to you, or such later date as stated in a notice on the Website or our notice to you. Your use of any of the Services after the date of such amendment will constitute your agreement to be bound by the terms of the amendment. No amendment requested by you will be effective until signed by one of our authorized representatives. Otherwise, this Agreement may be amended from time to time by mutual written consent of all parties. This does not include any changes to the "Terms and Conditions of Your Account" you received when opening your account. Changes in Account terms will always be mailed, emailed, or delivered to you by Online Statement or other electronic method pursuant to the terms set forth in those agreements in accordance with federal regulation and/or guidelines.

Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or

delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Small Business Online Banking

Small Business Online Banking provides general online access to small business Accounts. With Small Business Online Banking you can view Account balances and transaction information, make internal transfers, pay bills, initiate and approve wire transfers, initiate and approve ACH transactions and view Online Statements.

Small Business Mobile Banking

Small Business Mobile Banking Service provides general mobile access to Accounts utilizing a mobile device (e.g. tablet or smartphone). With Small Business Mobile Banking you can view account balances and transaction information, make internal transfers, pay bills, approve wire and ACH transactions, view Online Statements, deposit checks, view alert history, have user administration capabilities, and find branch and ATM locations.

User Access Description of the Service

We will assist you in setting up an Administrator or Senior Administrator who will have the ability to set up Authorized Users and provision access and rights as deemed appropriate by you. You must be enrolled in Small Business Online and Mobile Banking in order to grant Small Business Online and Mobile Banking access and you must be enrolled in Bill Pay to grant BillPay Service access.

Authorized Users

You must identify the access privileges and transaction abilities for each Authorized User for the Services in this Agreement. You agree you have sole authority and control in provisioning user access, managing and disabling users, and determining user's respective authority. Notwithstanding the foregoing, any changes made to an Authorized User within the Small Business Online and Mobile system by one of your Administrators will not require prior written notice to us.

You acknowledge that each Authorized User must be chosen prudently. You agree you will have sole responsibility for supervising and maintaining control over Authorized Users and you will indemnify and hold us harmless from and against all losses and damages arising from the actions of your Authorized Users.

Small Business Accounts

You represent that you are an authorized principal of the business that owns the Account and that you have all necessary legal right, power and authority to act on behalf of the business to transfer funds between Accounts. You agree, on behalf of yourself and the business, to notify us by contacting us if your access to, or authority over, the Account changes (see Communicating with Us). We will not be liable for any unauthorized activity prior to notification or until we have had a reasonable opportunity to act.

Linking of Consumer and Small Business Accounts

If you use your social security number to enroll in Small Business online or mobile banking, your Linked Accounts will include your Closely Held Business Accounts which are defined as any Business Accounts that utilize your social security number as a taxpayer identification number as well as your Consumer Accounts. Error resolution procedures and other account terms and conditions are different for Consumer Accounts and Small Business Accounts. Note, the guarantees and disclosures made by us with respect to your Consumer Accounts will not be applicable to any of your Business Accounts.

System Requirements

To access Small Business Online and Mobile Banking you must have a supported browser, access application(s) "apps" or other supported software for electronic access device(s). There is a list of supported

browsers on the System Requirements page of our website <https://www.TriangleCredit Union.com/system-requirements>. It is your responsibility to ensure that your system is compatible with Small Business Online and Mobile Banking and you acknowledge that you are solely responsible for the cost, operation and security of your system.

Password Requirements

For your protection, your password must be a minimum of 8 and a maximum of 32 characters and must contain characters from the following three categories:

Letters

Numbers

Any special characters

Passwords are case sensitive with upper- and lower-case capabilities. Passwords cannot contain any whitespace. Spaces are not allowed and they cannot be a substring of your username. We recommend you change your password frequently, and immediately if you believe your password is compromised. Passwords are unique to each user accessing Small Business Online and Mobile Banking. Each user is assigned a unique username and password and is responsible for the confidentiality of their individual username and password. Usernames and passwords must never be compromised or shared with any other person or signer on an account.

You agree not to give, or make available, your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 603-889-2470 during customer service hours.

Fees

You will pay fees to us for each Service as set forth in our most current Fee Schedule unless otherwise agreed to by both parties ("Fees"). We may change our Fees at any time and will provide you with a copy upon request. Any changes to charges, fees or other terms will be posted on the Site. You agree to provide written notice of to us if you are dissatisfied with Fees (See "Termination" below). Fees also include third-party pass-through charges pursuant to this Agreement. You agree to pay all internet/mobile service charges incurred by your use of the Services to your respective internet/wireless service provider.

Security Procedures

You agree to comply with all security requirements provided by us, including, but not limited to, access credentials, the security procedures section of the Website and any documentation provided by us ("Security Procedures"). You agree the Security Procedures are commercially reasonable. You accept all responsibility for ensuring only Authorized User(s) have access to the Services and agree to keep all access credentials and banking data confidential. You should notify us immediately of any actual or suspected breach of confidential information including but not limited to access credentials, banking data or computer systems involved in accessing the Services.

In the event of a breach, we may, at our sole discretion, assist you in determining the manner and source of the breach. Such assistance may require you to provide us or our agent(s) access to your hard drive, storage media and devices, systems and any other equipment or device that was used or affected by such breach. Should we provide said assistance, you agree to provide us with any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any

other third party. You agree any failure to assist us will be an admission that the breach was caused by a person who obtained access to your transmitting facilities or obtained your information, which facilitated the breach of the security procedure and was not controlled by us.

You agree to establish and implement commercially reasonable internal procedures and practices to ensure only Authorized Users with appropriate privileges have access to the Services. You assume all responsibility and liability to monitor Participating Accounts on a daily basis. You must report any unauthorized or fraudulent transactions in Participating Accounts to us immediately. You acknowledge you are responsible for ensuring the confidentiality and integrity of all banking data in your possession, including, but not limited to, any data available to you via the Services. You acknowledge your use of the Services requires the transmission of confidential information via unsecured electronic networks, such as the internet, which are outside of our control. We are not liable to you for any losses arising from the interception, corruption or unauthorized use of any transmitted data by third parties.

You agree to incorporate additional security procedures for external transfers made using ACH Service or Wire Service. The service provides the ability to use soft-tokens that ensure multi-factor authentication when logging into the system and/or initiating ACH and Wire transfers. In addition, the system allows for dual-control procedures ("Dual Control") that can be used when submitting ACH and Wire transfers, when there is more than one user on the system. Dual Control procedures ensure separate submission and approval of a transfer in order to prevent autonomous control over the transfer process by a single Authorized User. You agree to use prudence when selecting submission and approval privileges for each Authorized User. You also agree to use embedded alerting capabilities available within the service to monitor account activity for unusual and inconsistent transactions. By using the ACH Service and/or Wire Service, you acknowledge these additional Security Procedures, and any others offered in the future, are commercially reasonable and you assume all liability and risk of loss associated with your use of the ACH Service and/or Wire Service. At our discretion, we may block access to the Services for one or more Administrators or Authorized Users if we reasonably believe that a breach of access credentials has occurred. We may also block access to the Services in order to maintain or restore security or functionality to our systems and websites.

Transmission and Transaction Risks

You acknowledge that the electronic transmission of confidential information is performed at your own risk. You assume all liability and responsibility to monitor the Accounts and in the event you discover or suspect an objectionable or unauthorized transaction or activity on an Account, you will immediately notify us. See Communicating with Us section below.

Interruption of Service

Small Business Online and Mobile Banking may be unavailable at certain times for the following reasons:

Scheduled maintenance or upgrades

Unforeseen, unscheduled maintenance as necessary from time to time

Outages caused by major unforeseen events impacting us or our service providers, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone or internet service or electrical outages that interrupt access to Small Business Online and Mobile Banking.

System interruptions or failures which are not our responsibility.

Although we will make all reasonable efforts to ensure the availability of Small Business Online and Mobile Banking, we are in no way liable for the unavailability of Small Business Online and Mobile Banking or any damages of any type or nature that may result therefrom.

Acceptable Use/Restrictions on Use

You agree that you are independently responsible for complying with all applicable laws related to your use

of Small Business Online and Mobile Banking, regardless of the purpose of the use, and for all communications you send through Small Business Online and Mobile Banking. You agree not to use Small Business Online and Mobile Banking, or the Software, for any illegal, fraudulent, unauthorized or improper manner or purpose. You agree it will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. We and our service providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

You are prohibited from using Small Business Online and Mobile Banking for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images, as determined by us (in our sole discretion) that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, discourteous, alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; or harm our reputation or any third-party service provider involved in the provision of Small Business Online and Mobile Banking; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) infringe or violate the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (g) transmits junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (h) impose an unreasonable or disproportionately large load on our infrastructure; (i) facilitate any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (j) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Small Business Online and Mobile Banking or the portion of the Site through which Small Business Online and Mobile Banking is offered without our prior written permission; (k) constitute use of any device, software or routine to bypass technology protecting the Site or Small Business Online and Mobile Banking, or interfere or attempt to interfere, with the Site or Small Business Online and Mobile Banking; (l) may cause us or our service providers to lose any of the services from our internet service providers, payment processors, or other vendors; (m) contains any material or information that is false, misleading or inaccurate; (n) contains any material that would expose us, any third-party service provider involved in providing Small Business Online and Mobile Banking, or any other third party to liability; or (o) otherwise abuse Small Business Online and Mobile Banking or the Software.

Communicating With Us

You may contact us 24 hours a day, 7 days a week by phone at 603-889-2470 or during business hours via secure email through the Service or via the "Contact Us" tab on our website at www.trianglecu.org. We will respond to your email inquiry, response or comment during regular business hours. You hereby acknowledge that an email sent to Triangle Credit Union through your personal email and not through the Service or our website is not considered a secure method of communication. You cannot use email to conduct transactions on your account(s). For account transactions please use the services available through 1) Triangle Small Business Online and Mobile Banking, or 2) Triangle's Auto Response Assistance (800) 789-TARA, or 3) at your local branch.

Communication With You

You agree that we may provide notice to you by any of the following methods: 1) posting the notice on the

Site, 2) sending you an in-product message through Small Business Online and Mobile Banking, 3) sending the notice to an email address that you have provided us, 4) mailing the notice to any postal address that you have provided us, or 5) sending the notice as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in Small Business Online and Mobile Banking setup or customer profile. For example, users of Small Business Online and Mobile Banking may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. A notice delivered by any of these methods shall be deemed received by you no later than twenty-four (24) hour safter they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after mailing. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described above (Communicating With Us). We reserve the right to charge you a reasonable fee to respond to each such request. We reserve the right to terminate your use of Small Business Online and Mobile Banking if you withdraw your consent to receive electronic communications.

Text Messages, Calls and/or Email to You

By providing us with a telephone number (including a wireless/cellular, mobile telephone number) and/or an email address, you consent to receiving calls and emails from us and our Service Providers at for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our Affiliates and agents. You further consent to receiving text messages and/or emails from us for marketing purposes in connection with Small Business Online and Mobile Banking and consistent with our Privacy Notice. Please review our Privacy Notice for more information (<https://www.trianglecu.org/wp-content/uploads/2023/02/privacynotice.pdf>). You may decline marketing communications and unsubscribe at any time by utilizing the unsubscribe methods presented to you.

It is your sole responsibility to ensure that the contact information you provide us is current and accurate. This information includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, you may be able to update your contact information directly through Small Business Online and Mobile Banking. You may always update your contact information by contacting us as set forth above (Communicating With Us). We are not responsible for any loss you incur as a consequence of your failure to provide accurate contact information.

Information Authorization

Your enrollment in Small Business Online and Mobile Banking may not be fulfilled if we cannot verify your identity or other necessary information. In addition, and in accordance with our Privacy Notice, you agree that we reserve the right to obtain personal information about you, including, without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our use and our service providers' everyday business purposes, such as to maintain your ability to access Small Business Online and Mobile banking, to authenticate you when you log in, to send you information about Small Business Online and Mobile Banking, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve Small Business Online and Mobile Banking and the content and layout of the Site. Additionally, we and our service providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including, without limitation, any use to affect, administer or enforce a transaction or to protect against or

prevent actual or potential fraud, unauthorized transactions, claims or other liabilities. We and our service providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our service providers may use, store and disclose such information acquired in connection with Small Business Online and Mobile Banking in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of Small Business Online and Mobile Banking.

Links and Frames

Links to other sites provided through Small Business Online and Mobile Banking are offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of Small Business Online and Mobile Banking web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

Service Termination, Cancellation or Suspension

We may immediately terminate this Agreement or your use or access to any of the Services without prior notice, (i) if you violate any applicable laws, including, but not limited to, the laws of the United States; or (ii) if you violate, breach or default in the performance of any term, condition, warranty, or representation of this Agreement or any other agreement made between you and us; or (iii) for security purposes, if your Authorized Users do not login to the Small Business System for any continuous one hundred eighty (180) day period; or (iv) upon a material adverse change in your operations, business, property, assets or condition; (v) if it is determined that there has been a breach of your systems; or (vi) if it is determined you have misused the system in a manner that has resulted in fraudulent or unauthorized activity. In such case, you will immediately cease use of the Services and return all equipment supplied to you by us.

Otherwise, either party may terminate this Agreement by giving the other written notice thirty (30) days in advance. You must cease use of the Services and return all equipment supplied to you by us by or before the termination date of this Agreement (“Termination Date”). You acknowledge you are responsible for returning all equipment supplied to you by us in proper working condition and any failure to do so may result in replacement charges to you. Termination of this Agreement will not affect our rights or your obligations with respect to transactions initiated by you prior to such termination, or your payment obligations for Fees and Services performed before the Termination Date. The provisions of this Agreement which are necessary to give effect to the purposes of this Agreement including, but not limited to, your warranties and representations and the liability and indemnification provision of this Agreement will survive the termination of this Agreement.

Please contact us at 1-603-889-2470 or at any of our Triangle Credit Union locations to re-enable access to your accounts through Small Business Online and Mobile Banking.

Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement, or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or Small Business Online and Mobile Banking and notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate. We may also refuse to provide our services to you in the future and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of Small Business Online and Mobile Banking for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Disputes

In the event of a dispute regarding Small Business Online and Mobile Banking, it is agreed by us and you to resolve the dispute by looking to this Agreement.

Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00, either party may elect to resolve the dispute through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through the American Arbitration Association ("AAA") or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

Indemnification

You agree to defend, indemnify and hold harmless us, our affiliates, service providers and their affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

Release

You release us, our affiliates, service providers and the employees and contractors of each of these, from any and all claims, demands and damages of every kind and nature arising out of, or in any way connected with, any dispute that may arise between you or one or more other users of the Site or the applicable Service.

Disclaimer of Warranties

THE SITE AND SMALL BUSINESS ONLINE AND MOBILE BANKING AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS,

UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF SMALL BUSINESS ONLINE AND MOBILE BANKING, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

Limitation of Liability

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR SMALL BUSINESS ONLINE AND MOBILE BANKING AND THE PORTION OF THE SITE THROUGH WHICH SMALL BUSINESS ONLINE AND MOBILE BANKING IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, SMALL BUSINESS ONLINE AND MOBILE BANKING MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF SMALL BUSINESS ONLINE AND MOBILE BANKING, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO SMALL BUSINESS ONLINE AND MOBILE BANKING CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF SMALL BUSINESS ONLINE AND MOBILE BANKING OR THE PORTION OF THE SITE THROUGH WHICH SMALL BUSINESS ONLINE AND MOBILE BANKING IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO SMALL BUSINESS ONLINE AND MOBILE BANKING OR THE PORTION OF THE SITE THROUGH WHICH SMALL BUSINESS ONLINE AND MOBILE BANKING IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED HEREIN WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HERE IN SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF FIVE HUNDRED DOLLARS (\$500.00).

No Waiver

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Governing Law

You agree that this Agreement, your use of the Triangle Credit Union of New Hampshire website(s) and Small Business Online and Mobile Banking, and all transactions between you and us shall be governed by and construed in accordance with the laws of the State of New Hampshire and federal laws, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, except for disputes submitted to arbitration as provided herein, a

party may bring such a proceeding in a state court of New Hampshire located in Nashua, New Hampshire, or in the United States District Court for the District of New Hampshire. Not all products and services described on our Small Business Online and Mobile Banking website(s) are available in all geographic areas. We reserve the right to determine your eligibility for any Small Business Online and Mobile Credit Union product or service, and you hereby acknowledge that you may or may not be eligible for certain products or services.

Complete Agreement, Severability, Captions and Survival

You agree that this Agreement (together with agreements and disclosures referenced in this Agreement) is the complete and exclusive statement of the agreement between us and you, sets forth the entire understanding between us and you with respect to Small Business Online and Mobile Banking and the portion of the Site through which Small Business Online and Mobile Credit Union is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us and you. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections of this Agreement which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including, but not limited to, Customer Support personnel), the terms of the Agreement will prevail.

Security

Triangle Credit Union Small Business Online and Mobile Banking Security

The Small Business Online and Mobile Banking security system is equipped with state-of-the-art hardware and software engineered by a leading Credit Union vendor. We have implemented fire walls with intrusion detection 24 hours a day 365 days a year.

We are set up through DigiCert with Secure Sockets Layer (SSL) certificates using 128-bit encryption to protect our customers' information. By using SSL certificates available from DigiCert, along with 128-bit SSL encryption, we are enabling our Small Business Online and Mobile Banking site to conduct authenticated, encrypted online commerce. Users visiting our Site are able to submit account numbers and other personal information, with assurance they are really doing business with us (and not an impostor). The information users send and receive while online with us cannot be intercepted or decrypted by anyone other than the intended recipient.

Enrollment requires identification of the user's Credit Union relationship as well as providing a mobile phone number. The mobile phone number verification is done by the user replying to a text message. You will be allowed to opt out of Small Business Mobile Banking at any time.

Small Business Mobile Banking message frequency depends on cellular carrier account settings. Message and data rates may apply.

Small Business Mobile Banking and any software you may obtain from Small Business Mobile Credit Union ("Software") may be unavailable at any time for any reason outside of our reasonable control or that of our service provider.

Small Business Online and Mobile Banking Internal Transfer Cutoff Time

An Internal Transfer request entered before 3:00 PM Eastern Time on a Business Day will begin processing the same Business Day and an Internal Transfer request received after this cutoff time will begin processing on the next Business Day. Cutoff times are subject to change.

Privacy and User Information

You acknowledge that in connection with your use of Small Business Online and Mobile Credit Union, we and our affiliates and service providers, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Small Business Online and Mobile Banking or the Software (collectively "User Information"). We and our affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Small Business Online and Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We, our affiliates and service providers also reserve the right to monitor use of Small Business Online and Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Use of Google Maps

You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://maps.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

Alerts

Alerts [not defined] are a "self-service electronic account message" and must be activated by you. Alerts allow you to choose Alert messages for your accounts based on activity on your accounts, such as a check clearing or your account balance falling below a specified level. Depending on the type of Alert selected, the Alert message may be sent within minutes of the transaction or may be sent the following Business Day. If your contact information for an Alert changes, you are responsible for updating the information for the Alert. We will attempt to provide Alerts in a timely manner with accurate information; however, Alerts may be delayed or prevented by a variety of factors. We do not guarantee the delivery and/or the accuracy of the contents of any Alert. You agree that we 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 you or any third party in reliance on an Alert. Because Alerts are not encrypted, we do not include your Login Codes or full account number(s). However, Alerts may include your name and some information about your accounts. Depending upon which Alerts you select, information such as your account balance or the due date for a payment maybe included. You acknowledge that anyone with access to your email will be able to view the contents of an Alert, and you accept the consequences of the same. Alerts are not intended to replace your account statements or any other communications we may provide to you regarding your account(s).

Online Statements

Online Statements are a safe and secure method to receive your Credit Union account statements online. You authorize the Credit Union to stop mail delivery of your paper account statements, and consent to the electronic delivery of your periodic statements and related notices. Statements for all related accounts on a combined statement will only be available online

Small Business Bill Payment

You request Online Bill Payment during the online registration process or through the Service after initial login.

Online Bill Pay members also have access to electronic Bill Presentment.

a. Payment Authorization and Payment Remittance

Online Bill Pay Service allows you to pay bills and send money to third parties using a personal computer or web enabled mobile device. By providing the Service Provider with the names and account information of

those persons or entities to whom you wish to direct payment, you authorize the Service Provider to follow the payment instructions that it receives from you through the bill payment program.

Payments made Electronically – When the Service Provider receives a payment instruction for a payment(s) that will be sent electronically, you authorize the Service Provider to charge your transaction account on the selected Due Date and remit funds to the designated payee on your behalf.

Payments made via Paper Check – When the Service Provider receives a payment instruction for payment(s) that will be sent via paper check, you authorize the Service Provider to process a paper check containing your transaction account routing number and transaction account number to the designated payee on your behalf.

The funds will remain in your transaction account until the check has cleared.

The Service Provider is not responsible for any delays on the part of the recipient, postal service, or applicable delivery methods.

The Due Date is defined as the Business Day you request the Service Provider to process the payment. Although you can enter a payment instructions through Online Bill Pay 24 hours a day, 7 days a week (excluding maintenance and other availability windows), payments will only be “processed” on Business Days.

If you select a Due Date that is not a Business Day, the payment will be processed on the previous Business Day. If the previous Business Date has already passed, you will need to enter a Business Day in the future. Bill Pay cutoff time is 10:30pm EST. Payments scheduled prior to 10:30pm EST will be processed and sent to payee the next day. For Next Day payments the cutoff time is 4:00pm EST.

b. Guarantee

In order to qualify for the Online Bill Pay Guarantee, you agree that the Due Dates selected by you will be at least seven Business Days before the actual “payment due date.”

The Service Provider will use its best efforts to make all your payments properly. If you follow the procedures described herein, and the Service Provider fails to send a payment according to the payment instructions received, the Service Provider will ebar responsibility for all late charges, up to \$50.

c. Bill Payment Stop Payment Requests

If you desire to stop any Bill Payment that has already been processed, you must contact our Member Service department at (603) 889-2470. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The surcharge for each stop payment request will be the current charge for such service as set forth in our applicable Service Charges schedule.

d. Insufficient Funds

In using the Service, you are requesting the System Provider to make payments for you from your Payment account. If we are unable to complete the transaction due to insufficient funds or because the transaction exceeds the credit limits on reserve lines of credit associated with your account, the payment transaction may not be completed, and the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment.

For payments made electronically – If there are insufficient funds in your transaction account on the Due Date, we will attempt to process the payment again on the next two Business Days. If there are still insufficient funds, the payment transaction may not be completed.

For payments made via paper check – Payments will be processed regardless if there are sufficient funds in the transaction account at the time the payment is processed. You will need to make sure funds are in your transaction account at the time the check is presented to avoid fees.

If a transaction is cancelled due to insufficient funds for any reason, you are responsible for checking the status of payments in your account.

e. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to the Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

f. Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if the Credit Union and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service, you agree that the Credit Union and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that the Credit Union and its Service Providers reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).

g. Payment Limitations

The Service Provider reserves the right to refuse to pay any person or entity to whom you may direct a payment. The Service Provider is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt the following types of payments, which are prohibited under this Agreement:

- Payments to settle securities transactions
- Payments to payoff special or delayed financing for purchases
- Payments to credit counseling agencies who pay creditors on your behalf
- Payments to payees outside of the United States
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies.

h. Failed Transactions

In using the Service, you are requesting to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;

- You will reimburse our Service Provider for any fees it may incur in attempting to collect the amount of the return from you; and
- Our Service Provider is authorized to report the facts concerning the return to any credit-reporting agency.

i. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. We are unable to update or change your personal or business information with the electronic Biller. Any changes will need to be made by you; contact the Biller directly.

We may, at the request of the Biller, provide to the Biller your email address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

I. Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

II. Notification

Our Bill Payment Service Provider will use best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

III. Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

IV. Non-Delivery of Electronic Bill(s)

You agree to hold harmless the Credit Union and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

V. Accuracy and Dispute of Electronic Bill

Neither the Credit Union nor its Service Providers are responsible for the accuracy of your electronic bill(s). The Credit Union and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligation that currently exist between you and your Billers.

Mobile Remote Deposit

Mobile Remote Deposit is a service that lets you deposit checks with your mobile phone. With mobile remote deposit you are able to deposit one check at a time. For complete Terms and Conditions:

<https://www.trianglecu.org/wp-content/uploads/2023/04/RDCagreement.pdf>

Wire Transfer Service Terms and Conditions

If you are approved for wire transfer services, we will process wire transfer requests initiated by you, using the Small Business Online and Mobile Banking System, to accounts with us and other Credit Unions by means of Federal Reserve Credit Unions, or a similar network used for the transfer of funds between Credit Unions ("Wire Service"). You agree to comply with United States laws and other applicable laws, regulations or regulatory requirements when initiating any wire transfer, and will not initiate any wire transfer or engage in any act or omission that causes us to violate United States laws and other applicable laws, regulations or regulatory requirements. You acknowledge that we will authorize and charge any wire transfer initiated in accordance with applicable Security Procedures. You agree to indemnify and hold us harmless for any losses resulting from any wire transfer initiated using the Small Business Online and Mobile Credit Union System, except as the direct result of our own gross negligence or willful misconduct.

Rejection or Delay of Wire Transfers

We may reject or delay processing a wire transfer if: (i) the amount of the transaction exceeds your limit as assigned by us; (ii) the wire transfer contains incomplete, unclear or inaccurate information or instructions; or (iii) collected funds are not available in the associated Participating Account to cover the full amount of the wire transfer; or (iv) Security Procedures are not followed as prescribed by us.

Exposure Limits

We will assign you a limit representing the maximum aggregate dollar amount of wire transfers that may be initiated by you each day ("Exposure Limit"). You acknowledge that the Exposure Limit is used for the protection of us and our assets. You understand that daily requests for wire transfers exceeding this amount are honored solely at our discretion. Dishonored requests will be communicated to you or your designated representative. You agree to comply with the Exposure Limits as set forth in this Exhibit. Exposure Limits may be modified from time to time by us at our sole discretion without prior notice to you.

Funds Availability

You acknowledge that the associated Participating Account must have collected funds sufficient to cover the wire transfer prior to initiation.

Wire Involving Converted Funds

Wire transactions involving the conversion to foreign funds or that are sent to a counterparty outside the United States are not allowed in Small Business Online and Mobile Credit Union.

ACH SERVICES TERMS AND CONDITIONS

A. Company wishes to initiate electronic fund transfer entries through the Credit Union for deposit ("Credit") and/or payment ("Debit") of money to and from the accounts of Company's customers maintained at the Credit Union and at other Participating Financial Institutions ("PDFI") by means of the

Automated Clearing House (“ACH”). The Company will comply with the Operating Rules (Rules) of the National Automated Clearing House Association (“NACHA”) and the Credit Union is willing to act as an Originating Depository Financial Institution (“ODFI”) with respect to such Entries.

B. The Credit Union may, but shall not be obligated to, accept transfer instructions delivered by the Customer or its Authorized Agent. The Credit Union shall execute the accepted transfer instructions through one or more ACHs, in accordance with the Rules. The Credit Union maintains the right to audit the Company’s compliance with the Rules.

C. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Credit Union prepares Entries.

D. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law. This includes, but is not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800)-540-OFAC.)

AGREEMENT

1. **Transmittal Of Entries By Company.** Company shall deliver Entries to Credit Union in compliance with the formatting and other requirements as defined by the Credit Union.

2. **Security Procedure.** Company and Credit Union shall comply with the security procedure requirements described in this Online Banking Agreement hereto with respect to Entries transmitted by Company to Credit Union.

3. **Processing, Transmittal And Settlement By Credit Union.**

(a) Except as provided in Sections 4 and 5, Credit Union shall (i) process accepted Entries received from Company (or its Authorized Agent) to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to their ACH Operator, and (iii) settle for such Entries as provided in the Rules. Accepted ACH Entries for this Company are limited to PPD (Prearranged Payment and Deposit Entries) and CCD (Corporate Credit or Debit Entries).

(b) Credit Union shall transmit such Entries to the ACH Operator prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Credit Union’s related cut-off time set forth in this Online Banking Agreement on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of the Agreement, a “business day” is a day on which Credit Union is open to the public for carrying on substantially all of its business [other than a Saturday or Sunday], and Entries shall be deemed receivable by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in the Online Banking Agreement.

(c) If any of the requirements of clause (i), (ii), or (iii) of Section 3(b) is not met, Credit Union shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator is a business day and a day on which the ACH Operator is open for business.

(d) Credit Union shall limit the amount of entries to a maximum of \$200,000.00 per business day, not to exceed \$500,000.00 in any 30 day period.

4. On-Us Entries. Except as provided in Section 5, in the case of an Entry received for credit/debit to an account maintained with Credit Union (an "On-Us Entry"), Credit Union shall credit/debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 3(b) are met. If either of those requirements is not met, Credit Union shall use reasonable efforts to credit/debit the Receiver's account in the amount of such Entry on the next business day following such Effective Entry Date.

5. Rejection Of Entries. Credit Union shall reject any Entry which does not comply with the requirements of Section 1 or 2, or which contains an Effective Entry Date more than 5 days after the business day such Entry is received by Credit Union. Credit Union shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Credit Union shall have the right to reject any Entry if Company has failed to comply with its account balance obligations under Section 9. Credit Union shall notify Company by phone of such rejection no later than the business day such Entry would otherwise have been transmitted by Credit Union to the ACH Operator or, in the case of an on-us entry, its Effective Entry Date. Credit Union shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

6. Cancellation Or Amendment By Company. Company shall have no right to the cancellation or amendment of any Entry after its receipt by Credit Union. However, Credit Union shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting/debiting a Receiver's account, but shall have no liability if such cancellation is not affected.

7. Notice Of Returned Entries. Credit Union shall notify Company by phone of the receipt of a returned entry from the ACH Operator no later than [one business day] after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1. Credit Union shall have no obligation to retransmit a returned Entry with respect to the original Entry.

8. Payment. Company shall have available funds in the account identified Business Online Banking Agreement (the "Account") covering the amount of each Entry transmitted by Credit Union pursuant to this Agreement at such time on the date of transmittal by the Credit Union of such Entry.

9. The Account. Credit Union may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account, and shall credit/debit the Account for any amount received by Credit Union by reason of the return of an Entry transmitted by Credit Union for which Credit Union has previously received payment from Company/provided funds to the Company. Such credit/debit shall be made as of the day of such receipt by Credit Union. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Credit Union may debit any account maintained by Company with Credit Union or any affiliate of Credit Union may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

10. Account Reconciliation. Entries accepted and processed by Credit Union will be reflected on Company's periodic statement with respect to the Account pursuant to the agreement between Credit Union and Company. Company agrees to notify Credit Union promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Credit Union

of any such discrepancy within 30 days of receipt of a periodic statement containing such information, Company agrees that Credit Union shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify Credit Union of any such discrepancy within 90 days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Credit Union.

11. Company Representations And Agreements; Indemnity. Company represents to Credit Union and agrees that (a) each person shown as the Receiver on an Entry received by Credit Union from Company (or its Authorized Agent) has authorized the initiation of such Entry and the crediting/debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting/debiting by Credit Union as provided herein, (c) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (d) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

12. Liability; Limitations On Liability; Indemnity.

(a) 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. Credit Union shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company or its Authorized Agent) or those of any other person, including without limitation and Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and not such person shall be deemed Credit Union's agent. Company agrees to indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Credit Union is responsible for any act or omission of Company or any other person described in this Section 12 (a).

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

(c) Without limiting the generality of the foregoing provisions, 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 Credit Union's control. In addition, Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Credit Union's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Credit Union's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Credit Union's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Boston for the period involved. At Credit Union's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Credit Union is responsible for any act or omission of Company or any other person described in Section 12 (a).

13. Compliance With Security Procedure.

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Credit Union purports to have been transmitted or authorized by Company, it will be deemed effective at Company's Entry (or request) and Company shall be obligated to pay Credit Union the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Company, provided Credit Union acted in compliance with the security procedure referred to in the Business Online Banking Agreement with respect to such entry. If signature comparison is to be used as a part of that security procedure, Credit Union shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such Authorized Representative.

(b) If an Entry (or request for cancellation or amendment of an Entry) received by Credit Union was transmitted or authorized by Company, Company shall be obligated to pay the amount of the Entry as provided herein, whether or not Credit Union complied with the security procedure referred to in the Business Online Banking Agreement with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Credit Union had complied with such procedure.

(c) The Company agrees that the security procedures as outlined in the Business Online Banking Agreement are and shall be deemed commercially reasonable.

14. Inconsistency Of Name And Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Credit Union to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Credit Union in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Credit Union is not excused in such circumstances.

15. Notifications Of Changes. Credit Union shall notify Company of all notifications of changes received by Credit Union related to Entries transmitted by Company by [e.g., mail] no later than 3 business days after receipt thereof.

16. Payment For Services. Company shall pay Credit Union the charges for the services provided in accordance with the Credit Union's current schedule of fees for such services, which schedules may be amended from time to time. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Credit Union and Company with respect to the Account (the "Account Agreement").

17. Amendments. From time to time Credit Union may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business daySuch

amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Credit Union's notice to Company.

18. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Credit Union shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advise to Company or any other person with respect to any matter.

(b) Credit Union shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person.

(c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier.

19. Data Retention. Company shall retain data on file adequate to permit remaking of Entries for 30 days following the date of their transmittal by Credit Union as provided herein, and shall provide such Data to Credit Union upon its request.

20. Termination. Company may terminate this Agreement at any time. Such termination shall be effective on the [e.g., second business day] following the day of Credit Union's receipt of written notice of such termination or such later date as is specified in that notice. Credit Union reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination. The Credit Union maintains the right to terminate or suspend services described in this agreement for breach of the Rules.

21. Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between Credit Union and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Credit Union and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and other agreements, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Credit Union is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Credit Union shall incur no liability to Company as a result of such violation or amendment.

22. Non-Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Credit Union's prior written consent.

23. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

This Agreement is not for the benefit of any other person, and no other person shall have any right against Credit Union or Company hereunder.

24. Headings. Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.

25. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New Hampshire and federal law.

Deposit and loan products are offered by Triangle Credit Union. Federally insured by NCUA.
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