



Interra Online Business Banking Agreement

Interra Online Business Banking and Interra Mobile Banking are additional "electronic" services provided by Interra Credit Union to increase convenience for our members. This Interra Online Business Banking Agreement ("Agreement") supplements the other terms and conditions set forth in the Credit Union's Business Membership and Account Services Agreement and Disclosures (the "Business Membership Agreement"), including but not limited to the Electronic Funds Transfers Agreement and Disclosures, which you have previously received and agreed to. To the extent that there is any conflict between the terms of the Business Membership Agreement and this Agreement, this Agreement will govern our relationship with you.

Terms and Conditions

This Agreement represents the terms and conditions governing the use of Interra Online and Interra Mobile, which jointly may be referred to as "service or services." This Agreement is between Interra Credit Union (hereinafter "we, us, our or Credit Union"), and any individual person, authorized signer or business entity (hereinafter "you, your and yours") that we permit to use the Online Banking services subject to the terms and conditions of this Agreement.

You understand that by signing, completing and submitting an application, using or continuing to use these services, you agree to the terms and conditions of this Agreement. Further, you agree to abide by any terms or conditions, which may be added because of future enhancements to our electronic services. You understand and agree when using Interra Mobile that mobile service provider data and usage charges may apply and that it is your responsibility to review your service providers' terms and conditions. You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law, including the Office of Foreign Assets Control; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Definitions

"**Access Code**" means any codes, passwords or personal identification numbers that we issue or you select, which allows you to access and/or use any account or other services.

"**Account**" means a deposit, loan or other account for which transactions may be performed using our Online or Mobile Banking service.

"**Authorized Signer**" means anyone we reasonably believe, in accordance with our internal procedures, to be authorized to act on behalf of your business.

"**Authorized User**" means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

"**Business Account**" means an account that is established for use of a business, not including use for personal, family or household use.

"**Business Day**" means Monday through Friday, excluding federal holidays.

"**Online**" means through the Internet by use of a personal computer or other screen-based electronic device.

"**Transaction**" means any deposit, order, payment, transfer, withdrawal or other instruction relating to any account or account service(s) provided by the Credit Union.

Eligibility

In order to enroll and activate the Online Banking service, you must be eligible to maintain an account with us. Web access is required in order to enroll and activate Interra Online and Interra Mobile, including associated services thereof.

Authorized Signer for a Business Entity

As a corporation, partnership, limited liability company, association or some other form of a business entity, we will issue one set of access codes to an authorized signer. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each authorized signer and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using the Online Banking service(s). Each person using your code will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any other accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

Registration, Access and Security Procedures

To use the Interra Online Banking service, you must use the access codes we establish or provide for you. Your access code is confidential and must be protected to prevent unauthorized use or loss to your accounts. Understand that anyone to whom you give your access code to will have full access to your accounts even if you attempt to limit that persons' authority. By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this

agreement, within additional service agreements we may have with you, as well as within the various agreements and disclosures referenced in the first paragraph. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized. Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Generally, the Online and Mobile Banking services are accessible 24 hours a day, 7 days a week, but may be periodically inaccessible for system maintenance. We may modify, suspend, or terminate access to the services at any time and for any reason without notice or refund of fees you've paid.

Access Requirements

You must have access to a computer and internet access with Microsoft Edge, Mozilla Firefox, Apple Safari or Google Chrome, updated to one of the last two versions, and a compatible printer or ability to download the statements and disclosures for your records. Your browser software must support Secure Sockets Layer (SSL) security. Adobe Acrobat Reader may be required to access supporting documents or promotional materials. It is your sole responsibility to insure your personal computer, mobile phone and related equipment are compatible with and capable of operating in a manner that allows you to utilize these services.

Types of Online and Mobile Banking Services and Transactions

You may access your account through our website or application. Through Online Banking and Mobile Banking you will have access to:

- Transfer funds between qualifying accounts.
- Transfer funds to other members accounts (it is required that you know the other member account number as well as the first three letters of the primary member's last name).
- Make loan payments.
- Obtain balance information and transaction history for your account(s) with us.
- Obtain such products and services that are available through the service.
- Establish and manage e-Alert notifications.

All funds transfers are subject to the rules and regulations governing the relevant accounts. You must have enough available money or credit on any account form which you instruct us to make a transfer. For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

Interra Online Account Opening Services

Through Interra Online Banking, we may allow you to open additional shares under your member account. We may allow you to open additional savings, certificates, checking or money market accounts with us. Ownership will remain the same for all accounts, with the exception of share certificates or loans. By creating or applying for an additional account through Interra Online, you agree that you have received, read, understand, and agree to be bound by the terms of this Agreement and the E-Sign Agreement. All accounts opened through Interra Online are subject to our internal practices and procedures for reviewing and opening accounts, including but not limited to, identity verification. We may modify such practices and procedures from time to time in our sole and absolute discretion. We may require you to immediately fund the new account. In accordance with our internal practices and procedures and to the extent permitted by applicable law, we may set restrictions or limitations on any account opened in connection with Interra Online, including but not limited to per-transaction and per-day limits on the amounts of transactions that may be made regarding such account. Notwithstanding any other provision of this Agreement, we reserve the right (a) to discontinue Interra Online account opening services at any time for any or no reason; (b) to modify the types of accounts for which we accept applications through Interra Online account opening services; (c) to the extent permitted by applicable law, to reject any application submitted through Interra Online account opening services for any or no reason; (d) to require you to make your application in person at one of our branch locations; and (e) to require you to meet with us in person to provide additional information regarding your application, to sign applicable account agreements and signature cards, or for other purposes.

Other Services

We may provide you other services through our Online Banking platform which are not covered under this Agreement. These services will have a separate agreement with specific terms and conditions.

Fees and Charges

There are no charges for the use of Interra Online and Mobile services. If any bill payment or related charges result in non-sufficient funds or if any bill payment is made using your available Courtesy Pay limit, you will be charged a fee as set forth in the Credit Union's Fee Schedule.

Electronic Funds Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy.

In all cases, the transaction will require you to provide the third party with your account number and Credit Union information. This information can be found on your check as well as on a deposit slip. Thus, you should only provide your Credit Union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples include, but are not limited to:

- Preauthorized Credits. You may make arrangements for certain direct deposits to be accepted into your checking or share savings account(s).
- Preauthorized Payments. You may make arrangements to pay certain recurring bills from your checking or share savings account(s).
- Electronic Check Conversion. You may provide your check to a merchant or service provider who will scan the check for the encoded Credit Union and account information. The merchant or service provider will then use this information to convert the transaction into an electronic fund transfer. This may occur at the point of purchase or when you provide your check by other means, such as by mail or drop box.
- Electronic Returned Check Charge. Some merchants or service providers will initiate an electronic funds transfer to collect a charge for a check that is returned due to insufficient funds.

External Funds Transfers

We may allow you to connect external accounts (accounts held at depository institutions other than ours) that you own or for which you have unlimited authority to initiate deposits and withdrawals. By connecting an external account, you authorize us to initiate automated clearinghouse debit or credit entries to such external account, also referred to as "micro-deposits". By connecting an external account you also certify that you are an owner or authorized individual on the external account with unlimited withdrawal or deposit rights on the depository institution's records, to originate transfers to or from the account. You agree to provide us written documentation of your ownership of or unlimited authority regarding such external connected accounts, as applicable, upon our request. You are required to notify us if any external connected account is closed or your withdrawal rights are limited or removed so such external connected account may be disconnected from Interra Online. You acknowledge that all transactions involving external connected accounts must comply with applicable law, including but not limited to the governance of the National Automated Clearing House Association, Inc ("NACHA"). The offsetting entries for any transfer to or from an external connected account must be made to or from a connected account with the Credit Union. Transfers between external connected accounts are prohibited. You agree that Interra is relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, account numbers, ABA/routing information, or name of financial institution holding the external account. Notwithstanding any other provision of this Agreement, the crediting of any and all funds to a connected account shall be a provisional settlement until such time as we receive final settlement from any and all parties involved in such transaction. You agree that we may reverse or charge-back for any pending or completed transaction for any reason to the extent required or not prohibited by applicable law, including but not limited to insufficient funds, unauthorized use, and service of legal process or orders of any governmental authority.

Rejected, Returned, and Incomplete Transactions

We may reject or refuse to process any transaction that is not initiated in accordance with this Agreement or applicable law. In the event that a transaction is rejected or returned by us or any third party for any other reason whatsoever, it shall be your responsibility to re-initiate such transaction. We will give you notice of any rejected or returned transaction. We are authorized to debit or credit the connected accounts or any other account for transactions that are rejected or returned to us. You shall promptly provide funds to reimburse us if any transaction is rejected after we have permitted you to withdraw funds in the amount thereof. Unless required by applicable law, we have no obligation to pay you interest on the amount of any returned or rejected transaction debited from the connected account(s). You agree that we may deduct any chargeback we receive from a third parties bank that has been returned or reversed in relation to a transaction you initiated. You are required to retain all tracking and confirmation numbers provided to you by us in connection a transaction. If you contact us inquiring about a transaction, we may require you to provide the tracking or confirmation numbers to us to verify that the transaction was initiated. If a tracking and confirmation number is not provided to you in connection with your attempted initiation of a transaction, such transaction has not been initiated. Please note that a screen shot or other information regarding a transaction that has not been posted to a connected account will never be deemed evidence that such transaction was properly initiated, processed, or completed unless you can provide a confirmation number issued by us for such transaction.

Statements

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that were involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your mailing address or e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Preauthorized Recurring Funds Transfers

If you create a recurring funds transfer within Online Banking it will be your responsibility to stop any of those transfers. If you have told us in advance to make regular payments out of your account at an Interra location, you can stop any of these in this Agreement, as long as your request is received by the Credit Union three (3) business days or more before the payments scheduled date. If you call, we may require you to submit your request in writing to us within 14 days of your phone call. You will be charged a stop payment fee, as set forth in the Credit Union's Business Fee Schedule for each request you submit. To the extent that we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the

account from which the transfer is made, you agree that we may reverse the transactions or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

Your Liability from Transactions From Business Accounts

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or another authorized signer has given someone your access codes and want to terminate that authority, you must notify us that transactions by such a person are no longer authorized. You may terminate granted access codes yourself. You may contact the Credit Union for assistance with terminating an authorized user or authorized signer. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not an authorized signer.
- Exceeds your authority or that granted by any authorized signer.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate authorized signer. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better your chance of keeping your losses down. (See the Unauthorized Access/Transfers section below)

Limitations on Our Liability in Connection with Business Accounts

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Linking Personal Accounts with Interra Online Banking for Business

You understand that if personal accounts are linked to Interra Online Banking for Business and/or to other services intended for Business use, there may be an increased risk of loss, including but not limited to unauthorized transfers. You certify that you have put adequate controls in place to mitigate the risk of inappropriate transfers between accounts, and that each authorized user has read and acknowledges this Agreement. We are not obligated to monitor transfers and transactions between accounts. When you authorize us to link personal accounts and business accounts together, you acknowledge and agree that anyone who has been granted access codes may view and perform transactions for any or all of the accounts and subaccounts. Further, you understand we allow this as a matter of convenience only.

Unauthorized Access/Transfers

You are solely responsible for maintaining the security of your Credit Union business access de-vice(s) and access code(s) and their use by you and your employees and other authorized signers. You shall be liable for the acts of your employees and authorized signers related to your access device(s), including business debit card applications, online banking transactions and other service requests. If you provide another person with the means to perform transactions related to your accounts using your access device or access code(s), any resulting transactions will be treated as if they were performed and authorized by you. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. You may contact the Credit Union for assistance with terminating an authorized user or signer. We may have to change your access codes, access device or take additional steps to prevent further access by such person.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate authorized signer. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service. Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better your chance of keeping your losses down.

As a business, you should perform a risk assessment periodically to evaluate that the controls you have in place to secure your business are adequate. The assessment should be used to determine the risk level associated with financial activities you perform with any controls you in have in place to mitigate these risks.

Termination

Your services will remain in effect until terminated by you or us. You may cancel your services at any time by notifying us of your intent to cancel. You may notify us by writing to the address or calling 574-534-2506. This cancellation applies only to these services and does not terminate your other accounts and/or services with us. We may terminate your participation in these services

any reason, at any time. Further, the Credit Union may, at its discretion, terminate or suspend these services due to non-use. We will try to notify you in advance, but we are not obligated to do so unless applicable laws require such notice. These services are available only to members in good standing. If at any time we determine that you do not meet our criteria for these services, we may terminate your participation without notice. The Credit Union will have no liability to you whatsoever with regard to any transaction after the date of termination. Termination of your Interra Bill Pay service will automatically terminate any pending payments.

Changes in Terms and Other Amendments

The Credit Union may change the terms of these services, including fees, at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic notification, if so selected. Your use of these services after any such change will evidence your agreement to any changes. Rejection of the new, modified or amended terms will constitute your termination/cancellation of any services provided pursuant to this Agreement. Upon such termination/cancellation you will remain responsible to pay any sums owed to us pursuant to your existing Agreements with us.

Indemnification

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transaction) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

Governing Law/Severability

Regardless of where you live, work or access our Online Banking services, this Agreement shall be governed by and construed in accordance with the laws of Indiana. In the event any one or more of the provisions of this Agreement will for any reason become invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.