

**REV Federal Credit Union**  
**ONLINE & MOBILE BANKING FOR BUSINESS**  
**Agreement and Disclosure**

**INTRODUCTION**

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Online & Mobile Banking for Business services offered to you by REV Federal Credit Union ("Credit Union"). Our Online & Mobile Banking for Business Platform service permits you to electronically initiate account transactions involving your accounts and communicate with the Credit Union. In this Agreement, the words "You", "Your", and Member refer to your organization, business, or its authorized representative who request and use Online & Mobile Banking and the other services offered through the platform. The terms "We", "Our", "Us", and "Credit Union" shall mean REV Federal Credit Union, its employees, directors, officers, representatives, and agents. The term "Account" or "Accounts" refers to your business checking, savings share(s) you have with the Credit Union. By requesting and using the Online & Mobile Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement for Business Accounts with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision this Agreement vary from the terms set forth in the Membership Agreement for Business Accounts, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

**MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS**

In order to use these services, you need a computer (in this agreement(s), your computer and the related equipment are referred to together as your "Computer") that is installed with Windows Vista, Windows 7, 8.1, 10, or Macintosh OS X operating systems. In addition, your computer must have a web browser installed, such as Internet Explorer, Google Chrome, Mozilla Firefox, or Safari that supports HTTPS protocol, HTML, and cookies. A PDF Reader Software, such as Adobe Acrobat Reader or similar will be required if you select to view electronic disclosures.

We may update these requirements at any time at our sole discretion. You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. You are also responsible for any and all fees relating to communication carriers (e.g. telephone, cable, DSL or satellite), software providers (other than software that we may provide you) and/or internet service fees that may be assessed by your communications carrier and/or internet provider. We are not responsible for any errors or failures from any malfunction of your Computer, the browser, or the software. REV Federal Credit Union is also not responsible for any Computer virus or related problems that may be associated with the use of an online system. We recommend disabling any pop-up blocking software while using the Service or adding our Online Banking site to your exceptions. Other requirements include enabling your browser cookies and running the most recent version of JavaScript.

In order to access and use Mobile Banking you must have a compatible and supported mobile phone served by a certified mobile carrier, be enabled to receive and transmit data, and must include texting functionality. Our Mobile Banking Apps are free applications available for download on the App Store® and Google Play™. You are responsible for any applicable text message and/or data fees assessed to you by your wireless provider.

**THE ONLINE & MOBILE BANKING FOR BUSINESS SERVICE**

To use Online Banking and Mobile Banking for Business, you must have at least one Credit Union account. Through the Service, you will have access to any of your business share or business loan accounts. The Credit Union reserves the right to deny access to a share or loan account or to deny transactions under certain circumstances.

Your ability to transfer funds from certain Accounts is limited by Federal Regulation D and the Membership Agreement for Business Accounts (also referred to as the "Disclosure"). Refer to the Disclosure for regulatory limitations and service charges applicable for excessive withdrawals or transfers (see Rates and Fees Schedule). Transfers made using the Service count against the permissible number of transfers described in the Disclosure.

Access to the Online & Mobile Banking for Business Platform may be disabled if it has not been in use for over six (6) months. Scheduled Recurring Payments, Payments, and Services will be discontinued on all disabled accounts. If you would like your Online & Mobile Banking for Business account to remain active, log into your account at least once every six (6) months.

## **SETUP & SECURITY**

A representative of the Credit Union will enroll the business administrator in Online & Mobile Banking for Business. Upon enrollment, your login credentials will be sent via two separate emails. Once you have received both credentials, you may access Online Banking or Mobile Banking via the mobile app. Please note that you will need your phone that is assigned to your account in order to verify your identity.

To access Online & Mobile Banking for Business you must use a combination of security measures when using the service(s), such as username, passwords, authentication questions, authentication tokens or codes and other security procedures or measures we may from time to time advise or require you to use to access the service or conduct specific transactions (collectively the security keys). You agree not to give or make available your security keys to any unauthorized individual. If you believe your security keys has been lost or stolen, someone has attempted to use the Online & Mobile Banking for Business Service without your consent, your business share or loan account(s) have been accessed, or someone has transferred money without your permission, you must notify us immediately by calling 1-800-845-5550 or 843-832-2600 or visiting any of our branches. We do not maintain a record of your password. If you lose or forget your password, you may follow the password recovery link in Online & Mobile Banking for Business to have it reset.

Users may reset their password at any time online through either Online or Mobile Banking. Users may also recover their username through Online & Mobile Banking for Business Out-of-Band Authentication.

Online Banking is secured by associating a Member/Owner's username with the cookies set in their browser. If you try to access your Online Banking on an unfamiliar computer, device or browser, you will be required to complete an "out-of-band" authentication. Out-of-band authentication will send a one-time security code that you will enter alongside your username and password to authenticate from where you are accessing Online Banking. You will be able to select your form of delivery (phone, text message or email) where a one-time secure code will be sent. Out-of-band authentication will also be used to recover your password if you should need to reset it through Online Banking.

## **SUB-USER & ENTITLEMENTS**

As the authenticated business administrator of Online & Mobile Banking for Business, you may designate one more administrator. If you designate another administrator, that person will have the same rights and access and conduct transactions on your accounts as you do in the service. In addition, an administrator can change or delete other users and conduct transactions on your business and consumer accounts that you have linked. Your administrator can perform the following tasks on your behalf:

- a. add and delete additional users;
- b. assign and re-set passwords;
- c. assign and modify limits to transaction levels (both daily and transactional) for all administrators and users;
- d. assign ability to view accounts;
- e. assign ability to conduct transactions;
- f. make users inactive or active;
- g. modify/add/delete alerts and other services;
- h. view and conduct transactions on all accounts, including personal, business, and multiple entities.

As the business administrator, you (and your other designated administrator) have sole authority and control in sharing access with managing and disabling sub-users and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated sub-user, just as if it was initiated under your credentials. When granting access to a sub-user, you assume total liability for any and all activities of a sub-user with respect to your accounts, and you agree to hold the Credit Union and any third-party service providers harmless from any liability or claim arising from your use of the Shared Access, including any claim you make against your sub-users for their handling of your accounts or breach of your agreement with said sub-users. You agree to indemnify the Credit Union, its employees, agents, volunteers and representatives against any and all claims arising due to granting another person or persons access to your Online & Mobile Banking for Business Services, your accounts and/or other authorities with respect to your accounts; acts or actions taken by the sub-users you granted access to; and/or any breach of the terms of this agreement by any sub-users you granted access to. Notwithstanding anything to the contrary herein, the Credit Union and any third-party service providers are not responsible for any errors or unauthorized transactions on your accounts initiated by a sub-user, and the Credit Union expressly disclaims all liability, claims and damages in connection with such activities.

## **MARKETING**

From time-to-time, the Credit Union will provide applicable marketing content through the Service's channels. We will never sell or share your confidential Account or personal information and will be used for the sole purpose of marketing its products and services to its Members. You are unable to opt-out of Online & Mobile Banking for Business marketing material.

## **PAYEE LIMITATION**

REV Federal Credit Union reserves the right to impose a frequency or dollar limit on, or refuse to make any payment you have directed. The credit union is obligated to notify you promptly if we decide to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

## **CHANGES TO AND/OR TERMINATION OF AGREEMENT**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by the Credit Union from time-to-time. In such an event, we shall send notice to you either to your address as it appears on our records, via email or by online notice through the Service. Any continuation of Online & Mobile Banking for Business after we send you a notice of change will constitute your agreement to such change(s). Further, the credit union may, from time-to-time, revise or update the program, services, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to the Credit Union more recent versions and updates. The use of Online & Mobile Banking for Business does not require dis-enrollment on your behalf; therefore, termination of the Service by you is done by not accessing or using the Service. However, any transactions or payments you have previously authorized will be completed as instructed. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **OWNERSHIP AND ASSIGNMENT RIGHTS**

You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND AGREEMENT**

By acknowledging your acceptance of this Agreement or by using the Credit Union's Online & Mobile Banking for Business Service, you agree to be legally bound by and to adhere to all of the terms and conditions of the Agreement and of any other documents, whether in written or electronic form, which we may provide to you from time-to-time and which contain additional provisions or instructions applicable to the Service, and to any amendments made thereto.

## **DATA RECORDING**

When you access Online & Mobile Banking for Business to conduct transactions, the information you enter may be recorded. By using the Service, you consent to such recording.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your Account or transfers you made:

- a. When it is necessary to complete the transfers;
- b. In order to verify the existence and conditions of your Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with a government agency or court orders; or
- d. If you give us written permission.

## **NO SIGNATURE REQUIRED**

When using the Service to conduct transactions, you agree that the Credit Union may debit your account to complete the transactions or honor debits for which you have not signed.

## **ADDRESS CHANGES**

You agree to promptly notify the Credit Union, in writing, online or by phone, of any address change. Failure to do so may result in undeliverable material regarding updates, fees, changes or related material to Online Banking.

## **LIABILITY AND ERROR RESOLUTION PROVISIONS REGARDING CONSUMER ACCOUNTS**

You are required to notify us AT ONCE if you believe your account information, User ID and/or Password has been lost or stolen. If the transaction was conducted on a consumer account (non-business account) and you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or

theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- Telephone us at 800-845-5550 or 843-832-2600 during normal business hours;
- Contact us by using the application's secure chat feature; and/or,
- Write to us at:

REV Federal Credit Union  
P.O.Box 118000  
Charleston, SC 29423

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this General Agreement and Service Agreement. You agree that these Agreements are the complete and exclusive statement of the agreements between you and the Credit Union, which supersedes any proposal or prior agreement, verbal or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of the Credit Union's employees says and the terms of this this General Agreement and Service Agreement, the terms of this General Agreement and Service Agreement have final control.

Contact us by via one of the following options:

- Telephone us at 800-845-5550 or 843-832-2600 during normal business hours;
- Contact us by using the application's secure chat feature; and/or,
- Write to us at:

REV Federal Credit Union  
P.O. Box 118000  
Charleston, SC 29423

## **LIABILITY AND ERROR RESOLUTION PROVISIONS REGARDING BUSINESS ACCOUNTS / NON-CONSUMER ACCOUNTS**

Except for the provisions applicable to Consumer Accounts, you bear the risk of using Online & Mobile Banking, including the risk of erroneous and fraudulent transactions and the risk of all transactions using your Username and Password, and your liability for any Online & Mobile Banking is unlimited. Unless otherwise required by applicable law, we are responsible only for performing Online & Mobile Banking services as outlined in this Agreement.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

Contact us by via one of the following options:

- Telephone us at 800-845-5550 or 843-832-2600 during normal business hours;
- Contact us by using the application's secure chat feature; and/or,
- Write to us at:

REV Federal Credit Union  
P.O. Box 118000  
Charleston, SC 29423

## **THIRD PARTY WEBSITES**

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

## **INAPPROPRIATE TRANSACTIONS**

You warrant and agree that you will not use any Online & Mobile Banking for Business or any other Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. 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 any such use of your account and/or access devices.

## **OWNERSHIP AND ASSIGNMENT RIGHTS**

You may not assign this Agreement and or any other Service Agreement to any other party. The Credit Union may assign this Agreement and or any other Service Agreement to any present or future, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement and or Service Agreement to independent contractors or other third parties.

## **ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION**

You understand and agree to indemnify and hold REV, its affiliates, officers, employees and agents, harmless against any and all claims, actions, suits, proceedings, demands, including claims of another financial institution, business entity or governmental authority, damages, losses, liabilities, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement and Disclosure. You understand and agree that this paragraph shall survive the termination or expiration of this Agreement.

You understand and agree to indemnify our technology partners, including but not limited to NCR and our other Service Providers and their affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to REV or your use of the Services unless such claim directly results from an action or omission made by the Service Provider in bad faith. You understand and agree that this paragraph shall survive the termination or expiration of this General Agreement and applicable Service Agreement.

## **TERMINATION OF THE ONLINE & MOBILE BANKING FOR BUSINESS PLATFORM SERVICE AND OTHER SERVICES**

You agree that we may terminate this Agreement and your use of the Online & Mobile Banking for Business Platform service and other services if you or any authorized user of your account or access code breaches this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of laws 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.

## **ELECTRONIC SIGNATURE**

This Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form, upon request.