



# Business Member Handbook

Account Disclosure and Agreements



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# Technology Credit Union Business Membership and Account Handbook

## INTRODUCTION

We are pleased your business has become a member of Technology Credit Union ("Tech CU"). Please read this Business Membership and Account Handbook carefully.

This Business Membership and Account Handbook ("Business Handbook") is a master agreement covering the terms of all Tech CU Business accounts. It supplements the terms of the Business Account Application and Agreement ("Business Application"). The Business Schedule of Fees and Charges ("Fee Schedule") as amended from time to time is also part of this Business Handbook. By signing the Business Application and opening an account with the required minimum deposit of funds, you and Tech CU agree to the terms of this Business Handbook, the Business Application, and the Fee Schedule. (As not all of the terms spelled out in this Business Handbook apply to every account, please refer to the sections that apply to the services you have.) We call our Business Share Draft Accounts "Business Checking Accounts" our Business Share Savings Accounts "Business Savings Accounts" our Money Market Accounts "Business Money Market Plus Accounts" and our Business Term Share Certificate Accounts "Business Certificates." "Board of Directors" refers to the Tech CU Board of Directors. Keep this Business Handbook with your permanent documents. Your periodic statements will keep you informed on the status of your Tech CU Business accounts.

## BUSINESS MEMBERSHIP REQUIREMENTS

Business membership at Tech CU is open to sole proprietorships, general partnerships, Limited-Liability Companies (LLCs), Limited-Liability Partnerships (LLPs), Corporations, Limited Partnerships, and Unincorporated Associations such as PTAs and sports leagues that are located in geographic areas in Tech CU's field of membership or whose natural person owners are in Tech CU's field of membership.

Call Tech CU at (408) 451-9111 or (800) 553-0880 or visit [www.techcu.com](http://www.techcu.com) to verify your field of membership.

For your business to become a member of Tech CU, you must pay any membership fee and deposit any required minimum balance in a Business Savings Account that are required under Tech CU's Bylaws or board policies adopted consistent with the Bylaws. As a member, your business enjoys the right to apply for all account and credit products we make available to businesses.

Owner/Signers must provide us with the correct taxpayer identification number for the business, which will generally be a social security/taxpayer identification number or an employer identification number. It is your responsibility to determine the taxpayer identification number you should use for your Tech CU Business accounts. We will not inquire as to the correctness of the number you supply, but if we are notified by the Internal Revenue Service that the number you are using is not correct, and you fail to rectify the situation, we can close your Business accounts.

Your completion of a Business Application is a continuing authorization to us to open other Business accounts for you upon your oral or written authorization and deposit of funds.

Tech CU will not knowingly open accounts that are associated with or doing business in violation of state or federal law (medical marijuana dispensaries); are considered morally questionable (adult entertainment); are illegal; or are money services business accounts. If we open an account in error due to being provided false/wrongful information during the new account process, or, if the business account changes to one of the above categories, we have the right to limit service and/or close your account(s).

## **Voting Rights**

If your business is a sole proprietorship and you maintain a personal membership in the Credit Union, you will not receive additional voting rights. If your business is another type of entity, your business will receive one vote in credit union elections, which may be exercised by an authorized agent of your business. If you have any questions regarding eligibility, or any of our services, please call (408) 451-9111 for Business Membership Services.

## **GENERAL BUSINESS MEMBERSHIP AGREEMENTS**

### **Meeting Your Obligations**

Tech CU is a member-owned cooperative.

Our ability to provide competitive account and credit products to our members depends on all of our members meeting their obligations to Tech CU in a timely manner. You agree to comply with terms and conditions governing the Credit Union services you request.

Our member conduct policy requires all members and their authorized agents to conduct their business with Tech CU in a civil and businesslike way. You have the right to demand quality service from us. We will not, however, tolerate verbal abuse or harassment of our staff, volunteers or other members, violence or threats of violence, or disruptive conduct that interferes with our ability to serve other members. Persons carrying weapons or who appear to be intoxicated are not permitted on Credit Union premises.

We can expel your business from membership or alternatively deny services to your business, if you fail to meet any of your obligations to us, including your obligation to comply with our member conduct policy, or if you cause us a financial loss. If we deem it necessary to promote a secure and harassment-free workplace for our staff and volunteers, we can bar you from our premises.

We can, consistent with state and federal fair credit reporting and equal credit opportunity laws, obtain information about the way you handle your accounts and loans, and report our experience to others. We can check your credit or account history if you request credit or an account, and as part of our periodic review of open credit accounts and share accounts. If you fail to meet your obligations to Tech CU, we can report negative information about you to consumer reporting agencies such as credit bureaus or ChexSystems, which may adversely affect your account or credit standing.

### **Changes to Handbook**

You agree that we may change any of the terms listed in this Business Handbook and the Fee Schedule applicable to your accounts at any time by delivering a notice to the last address you gave us. We will give you notice consistent with applicable legal requirements. By continuing your membership with Tech CU after the effective date of the change(s), you agree to the change(s).

Rather than updating this Business Handbook or the Fee Schedule each time a change is made, we may disclose changes in terms by means of a Change in Terms Notice, with subsequent updating of the Business Handbook.

### **Protecting Your Accounts**

Protect your account numbers, card numbers, and confidential electronic transfer service personal identification number (PIN). Never keep your PIN with automated teller machine (ATM) Cards, Visa® Business CheckCards, or near your telephone or computer.

Use caution when disclosing your account numbers, social security/taxpayer identification numbers, and other identifying information to other persons. Use caution if someone calls you and says that they are calling on behalf of Tech CU. Our staff will have access to your information and will not need to ask for it. If you call us, or in some cases if we call you (such as to follow up on an inquiry you have made), we may ask security questions about you so we can match the information you provide with what is in our records to confirm your identity.

Keep us informed of your current address and telephone numbers and any changes to the persons authorized to conduct business on your Business accounts. We will act on the most recent information you have given to us.

If we detect potentially fraudulent or unauthorized use of an account, we will attempt to contact you immediately. This is not, however, a guarantee that we will notice or prevent fraudulent activity on your accounts.

You are responsible for monitoring your Business accounts, supervising employees and other persons authorized to conduct transactions on your Business accounts, reviewing all statements and other information we send you regarding your Business accounts, and immediately reporting to us any suspicious activity. We will be responsible for unauthorized activity on your Business accounts only if it results from our negligence or misconduct in handling your transactions.

If you believe that any electronic service access device or code (such as a Visa Business CheckCard has been lost or stolen, or has been, or may be put to unauthorized use, notify us at once so we can deactivate the access device and/or change the code.

We will not be responsible for transactions that are made with your devices or codes until you notify us of the loss, theft, or other actual or potential unauthorized use and we have a reasonable amount of time to deactivate the device. Call us at the number listed at the end of this Business Handbook.

If checks on your Business Checking Account are lost or stolen, you can close the account and reopen it under another account number. You can stop payment on the numbered checks that were lost or stolen, but this is not a guarantee that an unauthorized person will not be able to obtain checks on your account outside the sequence of numbers on which you have stopped payment. We will not be responsible for unauthorized checks that clear your account under a checking account number that you continue to use after you learn that checks have been lost or stolen.

## **Governing Law and Terms**

This Business Handbook and the Fee Schedule, as amended from time to time by our sending you a Change in Terms Notice or a new version of the Business Handbook or Fee Schedule, govern your Business accounts with Tech CU. Tech CU's Bylaws and policies, and applicable California and federal law, also govern your Tech CU Business accounts. If any provision of the Business Handbook, Fee Schedule, or a Change in Terms Notice is found to be unenforceable; (a) the rest of the Business Handbook and Fee Schedule will remain in effect; and (b) the unenforceable provision will, if possible while preserving its intent, be deemed amended to the extent necessary to render it enforceable.

Terms of your agreements with Tech CU cannot be changed orally. Any change in terms will be effective only if pursuant to (a) a Change in Terms Notice or a new version of the Business Handbook or Fee Schedule; (b) a change in an applicable law or regulation; or (c) an order of a court in an action to which we are a party.

Use of the singular in this Business Handbook implies the plural if more than one person signs the Business Application.

Notices that we send to you will be considered received by you five days after we mail them to you at your address in our records if your address is in California, or ten days after we mail them to you if your address is outside California. If the option is available and you elect to receive notices and contracts from us electronically, our sending you a notice at the email address we have for you in our records will be sufficient to bind you to any terms stated in the notice. You are responsible for telling us if you change your physical address, mailing address or email address. A Research Fee can be charged to any Business account of yours if postal or electronic mail is returned to us. See the Fee Schedule.

## **Our Obligation to Follow Instructions**

Our payment of money in your Business accounts consistent with the written instructions of any person authorized to conduct transactions on the Business accounts excuses Tech CU from any further legal obligation regarding the proceeds of the transaction. If a person is in possession of information or devices necessary to conduct transactions on your Business accounts (such as a rubber stamp you use to sign checks, or a Visa Business CheckCard), we are entitled to assume that such person is authorized to conduct business on your Business accounts. You agree to defend, indemnify, and hold Tech CU harmless from any liability or suits that result directly or indirectly from our handling your accounts consistent with the written instructions of persons who have actual or apparent authority to conduct transactions on your Business accounts.

We are entitled but not obligated to refuse to honor instructions if they are unclear or if a signature appears not to be authentic. If this occurs, we will notify you.

We are not required to honor restrictive legends on checks you write or endorse unless we have expressly agreed in writing to do so.

We can post overdrafts to your accounts in any order consistent with applicable law. If multiple items are presented on the same day, we pay them from smallest dollar amount to largest dollar amount.

We are entitled to request appropriate identifying documents or information prior to completing transactions.

We may freeze your accounts if there are conflicting claims to the funds. We have the right not to release a freeze until we receive either consistent instructions or a court order.

You agree not to use or permit authorized persons to use any instruments (such as checks) or devices (such as CheckCards) to conduct illegal transactions such as illegal online gambling. We have the right, but not the obligation, to refuse to honor any transaction request if we reasonably believe the transaction is illegal. Our payment systems (Automated Clearing House (ACH), and CheckCard, wire transfer), may as required or permitted by law, block transactions believed to involve illegal Internet gambling. However, you, not we, are responsible for determining the legality of transactions made by you or persons you authorize to use your Tech CU access devices and services. You cannot use the actual or alleged illegality of a transaction made by you or an authorized user of your Tech CU access devices or services as a defense to your obligation to pay the transaction.

We are not responsible for the failure or refusal of any third party (such as a merchant) to honor transaction requests on your Tech CU accounts.

## **Our Right To Recover What You Owe Us**

If you owe us money, whether on a loan, because you have overdrawn an account, or for any other reason, and you fail to pay what you owe us consistent with your agreement with us or upon our lawful written demand for payment, we have the right under applicable law to take funds from any Tech CU Business account in which the sole proprietorships, general partnerships, LLCs, LLPs, Corporations, Limited Partnerships, or Unincorporated Associations has an ownership interest to recover all or part of what you owe us. By joining Tech CU, you expressly consent to our right to do this. If we do this, you agree that we are not electing a remedy or in any way waiving our rights to take other lawful action to collect any amount that you still owe us.

If we have given you cash for an item that you deposited that is returned unpaid, or if we cleared a check you wrote against a deposited item that was returned unpaid, we will deduct the amount of the unpaid item plus any applicable fees from the account in which you deposited the item. If there are no funds in that account, you agree that we can recover the amount of the item by deducting it from any other account in which you have an ownership interest. If we cannot recover the funds in that manner, you agree that Our Right to Recover "Collection Costs" applies.

## **Collection Costs**

If you breach your payment obligations to us, you agree to pay reasonable costs we incur before taking legal action to enforce our agreements with you. If we take legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and costs of the legal action in addition to what you owe us. You will pay our attorney's fees and costs whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, a judicial or non-judicial foreclosure, or any other type of legal action.

## **Attorney's Fees**

In any lawsuit or arbitration arising out of this Business Handbook, the prevailing party shall recover its reasonable attorney's fees and costs of suit.

## **BUSINESS ACCOUNT TERMS**

Tech CU offers a full range of Business accounts to meet the financial needs of your business, including Business Savings, Business Checking, Business Money Market Plus Accounts, and Business Certificates. All of your accounts are accessed through your primary member account number. Terms vary, but all give you the safety of your savings being federally insured to \$250,000.

## **Your Earnings**

Dividend rates on Business accounts, if any, are set in accordance with the policies of the Board of Directors, taking into consideration the cost of funds and market conditions. Dividends can be paid only out of current income and available earnings, after required transfers to reserves at the end of the dividend period. Except for Business Certificates, the percentage or amount of dividends are not set in advance. Dividends can be withdrawn from all accounts as posted. When dividends post they compound, earning the same rate as other funds in the account. Dividend rates and cycles on Business accounts may be changed at any time, in accordance with the policies of the Board of Directors. Your periodic statements will show dividend rates, dividends earned, and other information.

## **DEPOSITS AND WITHDRAWALS**

Deposits and withdrawals can be made electronically through the ACH Network, by wire transfer, at ATMs, by Business Online Banking, in person, or by mail. Withdrawals are also possible using a Visa Business CheckCard at ATMs, POS terminals or for merchant signature transactions. Non-cash deposits are subject to delayed availability, as spelled out in the "FUNDS AVAILABILITY POLICY" section of this Business Handbook.

On your Business Checking Accounts, you can write as many checks and make as many withdrawals by other means as you wish as long as you have sufficient funds. You can also make as many personal transfers and withdrawals out of your Tech CU Business Savings or Money Market Plus Accounts as you like. Personal transfers and withdrawals are those that you make (1) in person at a Tech CU Financial Center, (2) by written request mailed to Tech CU, (3) by messenger, (4) at an ATM. Any other type of transfer or withdrawal out of your Business Savings or Business Money Market Plus Accounts is considered non-personal.

Per Federal Reserve Regulation D (Reserve Requirements of Depository Institutions), the number of non-personal transfers and withdrawals you can make from your Tech CU Business Savings or Business Money Market Plus Accounts are limited to six (6) non-personal transfers per month. Non-personal transfers include preauthorized (ACH) transfers, automatic transfers, Business Online Banking transfers and transfers made pursuant to telephone or data transmission (such as by facsimile) instructions. For example, eligible accounts with overdraft protection transfers from a Business Savings Account to a Business Checking Account, or regularly scheduled transfers to third parties, such as automatic bill payment, are considered non-personal. Non-personal withdrawals beyond the limitations stated above may be declined and/or returned as "Non-Sufficient Funds" (NSF) and may result in the termination of overdraft privileges. Continued violation of these limits gives Tech CU the right to either close the account or place the funds in another account that the member is eligible to maintain,



or take away the transfer capacities of this account.

You authorize Tech CU to supply missing endorsements on items payable to you and deposited by you to accounts of yours. You agree to reimburse us for any loss we incur with respect to any item deposited by you with a deficient or improper endorsement. If you do not pay us upon our demand, you agree that our Right of Offset applies. If we cannot Recover What You Owe by exercising our Right of Offset, you agree that Our Right to Recover "Collection Costs" applies.

Tech CU may refuse to accept any item for deposit at our sole and reasonable discretion. Inconsistency between the payee of an item and the title of your Business account to which it is deposited is one reason we are allowed, but not required, to refuse to accept an item for deposit. You remain responsible for all items deposited to your accounts and to reimburse us for any losses caused to us by items deposited to your accounts.

Our responsibility in handling your deposits is limited to the exercise of ordinary care as your agent for collection.

All items provisionally credited to your Business account are subject to chargeback if final payment is not received from the paying financial institution. Non-cash deposits are made available only after the times specified in the "FUNDS AVAILABILITY POLICY" section of this Business Handbook. Please observe these delays in writing checks, unless you intend to rely on your overdraft protection.

In some cases, we may make funds available to you on your deposits before the legal deadline has passed for the paying financial institution to return the deposited item unpaid for a lawful reason (such as if the check was counterfeit). If an item deposited to your Tech CU account is returned by the paying financial institution within the legal time limits for a lawful reason, we will deduct the amount of the returned item from your account. If this deduction results in a negative balance because you have already withdrawn some or all of the funds, you are responsible for restoring any resulting negative balance, even if you were not involved in any intentional wrongdoing or did not know there was a problem with the check you deposited. Except with respect to items drawn on Tech CU, we are not in a position to make, and no oral or written statement by any Credit Union staff person should be interpreted as, a representation or guarantee that an item you deposit will be paid by the paying financial institution.

You waive the right to receive notice of dishonor of an item, and authorize Tech CU to pursue reasonable collection of a dishonored item.

You understand that in processing items deposited for collection through the electronic clearing system, we are not responsible for any information other than the magnetic ink character recognition (MICR) encoding, the payee bank identification, the payee, and the amount of the item.

The federal government and other entities that make erroneous payments to your Business accounts may reclaim them. You agree that we can debit your Business account for the amount of any reclaimed payment, and you are responsible for restoring any negative balance that results because you have already withdrawn some or all of the funds.

Transactions on your accounts and the parties to them are subject to screening against lists maintained by the U.S. Office of Foreign Assets Control and may be subject to other screening requirements imposed by governmental authorities. If applicable law subjects a transaction to blocking or prohibits the transaction, the transaction may not occur, or the funds associated with the transaction may be held and unavailable to you or other parties to the transaction. Transaction screening may delay availability of anticipated deposits. You agree that Tech CU will have no liability to you as a result of blocking or prohibition of transactions or delayed availability of funds that Tech CU in good faith determines to be necessary to comply with applicable law and regulation.











Business CheckCard can also be used to make signature-based payments from your Business Checking Account at Visa® merchants worldwide. The use of a Visa Business CheckCard, ACH, Business Online Banking or Wireless Application Protocol (WAP) to access your Business accounts is subject to the Electronic Services section of this Business Handbook. There is no limit to the number of deposits or withdrawals on Business Checking Accounts.

### **Endorsements and Other General Policies**

We have the right to honor only completed, signed, and endorsed checks, on blanks printed by us or another approved check printing company, and purchased by you for your use. We operate, however, in an automated processing environment, and will not be liable to you for honoring checks that are not properly completed and signed unless you report the problem to us within 30 days after we send you the statement on which the check appeared.

We may charge a fee, as listed on the separate Fee Schedule, for checks that must be processed manually due to incorrect MICR encoding or use of non magnetic ink. Spoiled checks should be destroyed or, if retained, disfigured. The carbon copy in the checkbook should be marked "void."

We have the right to refuse to cash checks drawn on your account and payable to third-party non-members until the payee's bank verifies or guarantees their endorsement.

### **Laws, Regulations, and Procedures**

In handling Business Checking Account transactions, we will be governed by the California Commercial Code, federal regulations applicable to Business accounts and Tech CU procedures, as changed from time to time.

### **Stale-Dated Checks**

Tech CU is under no obligation to pay a check on which the date is more than six months old. If we do pay it, we will not be liable to you for any costs or damages.

### **Overdrafts**

The Credit Union is never required to pay a check or EFT item that would result in an overdraft on your Checking Account. If we do pay it, a fee will be assessed (see the Fee Schedule for charges). If you have a Business Checking account, you can authorize overdraft protection from your Business Savings or Business Money Market Accounts on your Business Application. If you have other Credit Union share accounts that you have designated as overdraft protection sources, we will pay a check or EFT item that would otherwise result in an overdraft by transferring funds from your other share accounts in an amount sufficient to cover the overdraft. We will not make a transfer if it would result in either (a) your membership share account balance falling below the required \$25.00 minimum; or (b) if the transfer would cause the number of non-personal transfers out of your share account to exceed six in a month. If we do not make an overdraft transfer for another reason, we will notify you in writing. If you are approved for a Business Line of Credit, you can also authorize it as overdraft protection sources.

If any authorized person writes a check or initiates another withdrawal transaction (such as a Business CheckCard purchase or ACH payment) when you do not have sufficient funds to cover it, we will cover the transaction from one or more of your authorized overdraft protection sources, if you have available funds or credit. If you have authorized more than one overdraft protection source, Tech CU has discretion to choose the order in which we will access those sources to cover your overdrafts, subject to applicable law.

Overdraft transfers from Business Savings or Business Money Market Plus Accounts will be in amounts sufficient to cover the overdraft. Overdraft advances from a Business Line of Credit will be made according to the terms of the applicable credit agreement.

Each overdraft protection transfer from a Business Savings or Business

Money Market Plus Account is considered one non-personal transfer. We will make a single overdraft protection each business day to cover any overdrafting items presented on that day. If your Business Savings or Business Money Market Plus Account has reached a total of six (6) non-personal transfers in a month, further transfers for overdraft protection will not be available for the remainder of the month.

No overdraft protection advances will be made from Lines of Credit that do not have sufficient available credit or that are closed to advances. We can close Lines of Credit to advances if you are in default on your payment obligations or otherwise in default on any term of the Line of Credit Agreement. Lines of Credit may also be closed in emergency circumstances, if you report to us the loss, theft or other potential unauthorized use of devices that can access them, or if any borrower or co-signer on the Line of Credit asks us to do so. We provide notice required by law if we close a Line of Credit to advances.

If you have not authorized overdraft protection from a Business Savings, Business Money Market Plus Account, or a line of credit, or you do not have available funds in your authorized overdraft protection sources, we can, at our sole discretion, pay or return items that would overdraft your Business Checking Account and assess the "Returned NSF/Paid NSF" fee shown on the Fee Schedule. Upon our demand, you must promptly restore any negative Business Checking balance that results from our payment of items that overdraw your Business Checking Account.

### **Other Rights Regarding NSF Items and Negative Balance Accounts**

We have the right to return any NSF check presented for payment to the payee's financial institution if you do not have either an overdraft protection credit source in good standing with available credit, or available funds in an account you have designated for overdraft protection transfers. If we do this, we will charge your account the "Returned NSF/Paid NSF" fee disclosed on the Fee Schedule.

At our option, we have the right to automatically redeposit NSF checks without notice to the parties.

We also have the right to offset an overdrawn account balance with the proceeds of any other account in which the corporation, LLC, Limited Partnership, Unincorporated Association, general partners, or sole proprietor has an interest.

Unless you set up and maintain in good standing Overdraft Protection sources, Tech CU can close your Business Checking Account without prior notice for repeated overdrafts.

### **Stopping Payment**

To stop payment on any check before it has cleared your account, you must notify us orally and in writing, or by submitting a stop payment request through Business Online Banking and pay the required fee. We will not implement a stop payment unless you provide the account number, check number, and exact amount of the check so that we can make an effective search. We can also request your name, the date of the check, and the name of the payee. We can require you to follow up oral notice with a written stop payment confirmation within 14 days. If you do not comply with our request for written confirmation, the stop payment request will be suspended. Stop payment requests will be processed promptly, but Tech CU will not be responsible for a check that is paid between the time we take your request and the time we are able to process the request. Written stop payment orders are valid for six months, unless you renew them in writing before the end of the six-month period. If you wish to release a stop payment order, you must complete a stop payment release form or request a cancellation through Business Online Banking.

If we fail to carry out a timely and accurate stop payment request, we are not required to reimburse you if the check we paid over your stop payment request discharged a valid obligation of yours. If we do reimburse you for our failure to execute a timely and accurate stop payment request, our



payment to you will automatically assign to us any claims you have against the payee of the check. You agree to cooperate in our efforts to collect from the payee or any third party the amount of any check we pay over your valid and timely stop payment request.

Stop payment requests will not be honored on Tech CU official checks or money orders. However, you may be able to apply for a refund or replacement for a lost, stolen, or destroyed Tech CU official check or money order in certain limited circumstances.

Stop payment requests are subject to a fee. See the Fee Schedule.

### **Post-Dated Checks**

We will not be liable for paying a post-dated check presented for payment before its date unless we have previously received and had an opportunity to act on a valid stop payment order.

### **Prohibition on Pledging Funds**

Funds deposited in your Business Checking Accounts cannot be pledged as security for a loan. They are, however, subject to our Right To Recover What You Owe Us.

### **Fees**

Refer to the separate Fee Schedule for information about fees for services such as check printing and special handling charges such as stop payment fees.

### **Share Sub-Account Feature of Checking Accounts**

Credit Union Share Draft Transaction Accounts are structured into checking and savings sub-accounts. Your dividend calculation on interest bearing accounts will be the same on both sub-accounts. If your Account does not earn dividends, the savings sub-account will not earn dividends. Funds not routinely needed to pay debits may be transferred to a savings sub-account. The Credit Union may periodically transfer funds between these two sub-accounts. This process will not affect your available balance, dividend earnings on dividend-bearing accounts, National Credit Union Share Insurance Fund statement or any other feature of your Checking Account.

### **Credit Union Official Checks and Money Orders**

When you obtain a check drawn on Tech CU or a money order from Tech CU, Tech CU is, under normal circumstances, guaranteeing the payment of the check or money order. For that reason, we cannot honor stop payment requests, and we will only accept a replacement or refund request on a written declaration made under penalty of perjury that the check was lost, stolen, or destroyed before it was negotiated. Because blank money orders are bearer instruments, no refund will be issued for a money order unless the date, payee, and purchaser information were completed in ink prior to the item being lost, stolen, or destroyed.

When you request an official Tech CU check or money order, you are called the "purchaser," and the person to whom the check or money order is payable is called the "payee." Depending on the circumstances in which you request a refund or replacement, we can require a declaration under penalty of perjury from the purchaser alone or from both the purchaser and the payee.

If we receive a refund or replacement request for a lost, stolen, or destroyed official check after the official check has cleared, we will not be responsible for the loss. If we replace or refund a lost, stolen, or destroyed official check or money order, we will not be responsible for any loss resulting from paying the original item if we determine, in our reasonable opinion, that we are required to pay the item. We reserve the right not to issue a reimbursement or replacement until 90 days after the date of the Tech CU official check or money order. If we issue a refund to the purchaser or issue a replacement item, we are generally discharged from further liability. If a holder in due course presents the original check or money order, the purchaser or payee must pay the amount of the original check or money order to the holder in due course or to the holder's financial institution, or to us if we are required to pay the item to the

holder in due course or the holder's depository financial institution. Fees for Tech CU official checks and money orders, and for processing replacement and refund claims, are shown in the Fee Schedule.

## **FUNDS AVAILABILITY POLICY**

When you deposit a non-cash item (such as a check) drawn on another institution, there is always a time delay before the item reaches the institution on which it was drawn and we receive payment. For this reason, we may not be able to allow you to immediately withdraw the money represented by these items. Our policy is to make the money available to you as soon as possible. However, there are exceptions to this.

Under Federal Regulation CC (Availability of Funds and Collection of Checks), the following summary is given to you to meet federal notice requirements of our check hold policy and a specific understanding of circumstances which might cause a delay in availability. Please read it and keep it for future reference:

Funds from deposits of cash, wire transfers and checks drawn on Tech CU are available the business day we receive them. Funds from electronic deposits by 5:00 p.m. on a business day will be available by 9:00 a.m. the next business day. Credit of funds from electronic direct deposits will be posted when received, but is provisional until final payment. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written or electronic payments that you initiate.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. Deposits made as follows on a business day are considered deposited that same day:

- In person at any Tech CU Financial Center or CU Service Center office before close of business (business days only)
- At a Tech CU ATM before 1:00 p.m. on the current business day.
- At a CO-OP<sup>SM</sup> Network ATM before 3:00 p.m. from the previous business day.
- At a Tech CU Express or Night Drop facility before close of business (business days only). Although Tech CU Financial Centers and CU Service Centers may be open on weekends, weekend deposits are considered made as of the next open business day.

However, if you make a deposit at a Credit Union office or CU Service Center after we close at the end of a business day, or at an ATM, Express Drop or Night Drop after cutoff hours, we will consider your deposit made on the next business day that we are open.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. We redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.

5. There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

## **New Accounts**

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Credit of funds from electronic direct deposits will be posted when received, but is provisional until final payment. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's cheques, and federal, state, and local government checks will be available on the first business day of the deposit if the deposit meets certain conditions. For example, the checks must be payable to your business. The excess over \$5,000 will be available on the ninth (9) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 may not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## **Location of Check Endorsements**

Federal law requires all check endorsements to be in the first 1½ inches of the trailing edge on the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind the address of the financial institution and the account holder. You will be responsible for any costs incurred by Tech CU due to delays in returning checks deposited into your account that do not comply with endorsement standards.

## **WIRE TRANSFERS**

We can process wire transfers from your Tech CU Business Accounts and will carry out your written instructions. We will receive wire transfers for you. Wire transfers sent and received by Tech CU are subject to the terms of Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code and the following terms:

1. If we receive a wire transfer on your behalf, our responsibility is to carry out the terms as transmitted by the sending financial institution, including any specific security procedure.
2. We will not be liable for damages to you or a third party, if we carry out the written wire transfer instructions that we receive in a reasonable manner. If a specific account type is not indicated, wired funds that we receive are posted to your Business Checking Account, or to your Business Savings Account if you do not have a Business Checking Account. It is your responsibility to verify that expected funds are posted to the correct account.
3. We have the right to rely on any account or routing numbers furnished by you as a sender, or any numbers transmitted with a wire transfer from another financial institution for your benefit with reference to the deposit of the funds received.
4. We have no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfers.
5. We may, as an accommodation to you, attempt to assist you in identifying routing numbers or correspondent bank numbers for your wire transfer recipients. However, any such assistance is provided as an accommodation to you only. We will not be responsible for any errors.
6. We will not be liable for indirect, consequential or punitive damages if a loss is sustained because we failed to carry out instructions in a reasonable manner, even if we are advised that such damages may occur. Our maximum liability will be the amount of the wire transfer.
7. Wire transfers will be reflected on your monthly statement. You

agree to examine your statement promptly and notify us of any wire transfer errors within thirty days after we mail the statement to you. If you do not notify us within 30 days, we will not be liable for any claims, demands, or expenses related to the error.

8. If we receive an erroneous wire transfer to your account, the party is generally responsible for collecting the money directly from you. We have the right to reverse an erroneous wire transfer by deducting the amount of the transfer from your account. We will notify you if this happens. If a wire transfer you receive is reversed and the reversal results in a negative balance, you agree to immediately restore any negative balance upon our demand. If you do not, you agree that our Right of Offset applies.
9. Unless we tell you otherwise, our cutoff time for wire transfers is 1:00 p.m. Pacific Time. Payment orders, cancellations, or amendments received after the cutoff time will be processed during the next business day we are open.
10. Once a wire has been sent, it generally cannot be cancelled.
11. Your wire transfer requests may be delayed if you give us incorrect information.
12. We can refuse to carry out a wire transfer request or change order if we have reason to believe that doing so will cause us a loss.
13. In sending wire transfers for you, we will follow security procedures. If you make your request in person, we may require photo identification. If you make your request by telephone, we will call you back at your telephone number in our records to confirm the request, and we may also ask you to confirm a telephone request by a signed authorization letter before the wire transfer is performed.

## **TERMS APPLICABLE TO ALL TECH CU EFTs**

### **Introduction**

Electronic Funds Transfers (EFTs) are payments to or withdrawals from your account that are initiated electronically such as wires or ACH transactions. Tech CU offers the following EFTs on Business accounts: Visa Business CheckCards (only if a Business Checking Account is established) with ATM access plus the ability to use the card for signature transactions with Visa® merchants, Business Online Banking (including Online Bill Pay), and incoming or outgoing ACH transactions. Business cash management products and services are covered under separate Business Agreements.

### **Fees**

Tech CU fees for EFTs are shown in the current version of the Fee Schedule. Fees that merchants and other financial institutions charge for EFTs are subject to notice or agreement between you and such merchants or institutions.

### **Personal Identification Number (PIN)**

You will need a PIN to use a Business CheckCard at ATMs or POS terminals. You will need to install a MSecure Browser to access Business Online Banking. Business CheckCards can be used without a PIN for signature transactions. ACH authorizations must generally be in writing.

Do not give your Business CheckCard or ATM Card to any person or disclose your PIN to any person unless you want that person to be able to conduct all transactions on your Business accounts. Any person to whom you voluntarily give a PIN, Business CheckCard, or ATM Card is considered authorized to conduct all transactions on your Business accounts that you could conduct yourself, even if they exceed the scope of permission you give them to use your Business accounts.

Except for merchant signature transactions, using Business CheckCards and EFT transfers that you authorize in writing, EFTs will not be processed if your PIN is not entered correctly.

You can change your PIN for Business CheckCards at any Tech CU Financial Center.

### **Your Liability for Unauthorized Use**

Except as otherwise stated in VISA® "Zero Liability" rules applicable to Business CheckCards, you will be liable for all unauthorized activity on

your Business accounts unless the unauthorized use is the result of Tech CU's negligence or misconduct. Your failure to maintain the security of your PINs or Business CheckCards may result in your losing all of the money in your Business accounts, plus the limit of any Line of Credit linked to your Business Checking Account for overdraft protection. You can use Business Online Banking to monitor activity on your Business accounts. These services are generally available 24 hours a day, seven (7) days a week.

If you detect unauthorized activity on your Business accounts, you learn that an access device is lost or stolen, or you believe that an unauthorized person may be able to conduct unauthorized EFT activity on your Business accounts, notify us immediately by calling (408) 451-9111 or (800) 553-0880, or visiting any Tech CU Financial Center during business hours, and we will deactivate EFT access to your accounts. It may take up to one business day for us to deactivate EFT services if you notify us outside business hours.

### **Responsibility for EFTs**

The business that requests EFT services is obligated with any individual who personally guarantees the obligations of the business, to meet the applicable terms of this Business Handbook.

The business and any individual who personally guarantees the obligations of the business, is obligated to repay any obligations to Tech CU resulting from the use of EFT services by any person with the permission of an authorized agent of the business, whether or not the person using the EFT service stays within the scope of permission you gave them to use the EFT service.

You remain bound to pay for any obligations incurred under this Business Handbook even though another person or entity has been directed to pay the debt by an agreement or court order to which Tech CU is not a party, such as a proceeding to dissolve your business or a divorce. No release from your obligations under this Agreement will be valid unless (a) in writing and signed by an authorized agent of Tech CU or (b) pursuant to a court order in an action to which Tech CU is a party. Termination of EFT services by you or us will not release you from obligations resulting from your use of EFT services prior to their termination.

Your use of any EFT service constitutes your consent to the terms of this Handbook regarding EFTs.

### **Changes in Terms**

We can change the terms of EFT services by giving you any notice required by law at the most recent address we have for your business in our records. If we notify you of a change in terms, and you do not cancel EFT services upon your receipt of notice of the change(s), you consent to the change(s).

### **Availability of Funds to Cover Transactions**

All transactions are subject to the availability of funds in the Business accounts you designate for EFT transactions. If a hold has been placed on deposits made to a Business account from which you wish to transfer or withdraw funds, you cannot transfer or withdraw the funds until the hold expires.

Situations may arise in which you are permitted to make EFT transfers or withdrawals for which you do not have available funds. We will not incur any liability to you for permitting such transactions, and you will be responsible for restoring any resulting negative account balances.

### **Availability of EFT Services**

EFT services are generally available for your use seven (7) days a week, 24 hours a day. However, please understand that ATM machines, Business Online Banking, and other EFT service systems must periodically be shut down for routine maintenance, inspection, or repair. Emergency circumstances may result in extended delays in availability of EFT services.

## Termination of EFT Services

You can terminate EFT services any time by sending us a written request.

We can terminate your EFT services for any lawful reason, with or without notice to you. Examples of reasons we may terminate EFT services include but are not limited to (a) your failure to meet your obligations to us; (b) your bankruptcy; (c) your notifying us that the security of a Business CheckCard, ATM Card or PIN issued to you has been compromised; (d) emergency conditions; or (e) termination becomes necessary to avoid compromising the security of our systems.

Any Business CheckCard or ATM Card we issue remains Tech CU's property and must be surrendered to us upon demand.

## Our Responsibility for Following Your Instructions

Tech CU will not be held liable for failure to complete your EFTs:

1. If, through no fault of ours, you do not have available funds or overdraft protection to complete the transfer.
2. If your account is closed or your account is "frozen" because of a court order or some similar legal action.
3. If the transfer would cause you to exceed the number of overdraft transfers you are permitted to make in a month.
4. If you are in breach of any agreements you have with us.
5. If you, or anyone you allow to use your EFT devices, commits any fraud, or violates any law or regulation.
6. If the ATM, merchant POS terminal, Business Online Banking system is not working properly and you are aware of the breakdown when you start the transaction.
7. If the ATM you are using does not have enough cash to complete transaction.
8. If circumstances beyond our control (such as fire, flood, telephone line disruption, computer breakdown) prevent the transfer.

In no event will Tech CU be liable for consequential, indirect, or punitive costs or damages resulting from our failure to complete your transactions.

Tech CU will carry out instructions we receive via EFT systems as long as the person providing the instructions presents the PIN and/or Card. We will not incur liability for doing so in a reasonable manner. You agree to defend, indemnify, and hold Tech CU harmless from all costs, claims, damages, or liability that we sustain as a result of following your instructions, as long as there is no gross negligence or intentional misconduct on our part. You agree that this indemnity also applies if you deposit an unauthorized remotely-created check.

## ATM Safety

Tech CU may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of our members. However, ATM sites are not subject to our control. You assume the risk of using them. Tech CU does not in any way warrant the security or safety of any location. Tech CU is not responsible for wrongful acts committed by anyone who is not an authorized agent or employee of Tech CU regarding your use of ATMs.

## Visa® Business CheckCards

Your Business CheckCard bears the Visa® logo, but is not a credit card. It allows you and anyone you authorize to use the Business CheckCard wherever Visa® is accepted to order the Credit Union to make payments from your Credit Union Checking account without writing a check. You must be a Tech CU account holder in good standing with a checking account to qualify for a Business CheckCard. You can also use a Business CheckCard to do anything you can do with an ATM Card.

1. You can present your Business CheckCard to merchants for signature or PIN-based point-of-sale transactions, and the funds to cover the transaction are withdrawn from your Credit Union Business Checking Account as soon as the transaction clears.
2. You agree not to use your Business CheckCard for any illegal transactions, such as illegal online gambling. We can refuse to permit

any transaction we reasonably believe to be illegal, but our permitting a transaction is a representation by Tech CU that the transaction is legal. You are responsible for determining the legality of transactions for authorized use of your Business CheckCard is made. You cannot use the actual or alleged illegality of a transaction for which authorized use of Business CheckCard is made as a defense to your obligation to pay the amount of the transaction.

3. We cannot honor stop payment requests on Business CheckCard transactions.
4. Except to the extent stated in VISA "Zero Liability" rules for business debit cards, on Business accounts, we will not be liable for unauthorized use of Business CheckCards unless the unauthorized use results from our negligence or misconduct. You are responsible for ensuring the security of all issued Cards and PINs and for monitoring your account activity to ensure that no unauthorized activity has occurred.
5. Your rights to dispute merchant transactions are limited to those provided to business cardholders by Visa operating rules, if any.
6. Although other documents you may receive when you initiate transactions with your Business CheckCard, such as sales receipts, may have contract terms printed on them, your Business CheckCard agreement with Tech CU is limited to the terms in this Business Handbook as amended by us from time to time by giving you legally required notice.
7. International Transactions (purchases, cash withdrawals and funds transfers): For international multicurrency transactions (1) the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, this rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date; and (2) Visa will add an international service assessment of 1% to the transaction amount and we may pass this on to you. For international single currency transactions processed in U.S. dollars, Visa may add a 0.80% fee and we will pass this on to you.
8. Merchants and others who honor the Business CheckCard may give credit for returns or adjustments. When we receive a credit from the merchant or other entity, we will credit your Business Checking Account for that amount.
9. Please be aware that in some cases, there may be duplicate holds on your Business Checking Account for Business CheckCard transactions. For example, a restaurant may obtain an authorization for a meal you purchased before you add the tip, and then put a second charge through after you have added the tip. You will not ultimately be double charged, but until the final transaction clears, both authorizations may be on your Business Checking Account, and your available balance reduced accordingly. We generally cannot remove these authorizations without written assurance from the merchant that specific authorized transaction will
10. not post.

You can make no more than six (6) non-personal transactions per month that result in overdraft protection transfers from a Business Savings Account. Please refer to the Regulation D information under "Deposits and Withdrawals" section of this Business Handbook for detailed information.

At Tech CU proprietary ATMs, you can use your Business CheckCard or Tech CU ATM Card to:

- Withdraw cash from your Tech CU accounts
- Deposit funds to Business Savings and Business Checking Accounts.
- Transfer funds from Business Savings and Business Checking Accounts to Business Savings, Business Checking Accounts or Business Lines of Credit.
- Obtain balance information on Business Savings, Business Checking Accounts or Business Line of Credit Accounts.

At Network (Nonproprietary) ATMs designated by Tech CU (including

Visa®, Allpoint, the CO-OP Network, STAR<sup>SM</sup>, Visa/PLUS, Discover/ Novus®, or American Express® ATMs at the time of this printing), you can:

- Withdraw cash
- Transfer funds
- Obtain balances on your Business Savings and Checking Accounts
- Buy American Express Traveler's Cheques (American Express ATMs only)
- Make deposits (at the CO-OP Network ATMs only)

In addition to these transactions at ATMs, you can use your Business CheckCard or ATM Card to:

- Pay participating merchants for goods or services through Visa® Point-of-Sale, STAR and Maestro® POS terminals

You can also use your Business CheckCard to:

- Pay participating Visa merchants for goods or services by a signature transaction
- Withdraw cash from your checking account by a Visa® signature cash advance transaction at participating financial institutions or from others who honor the Card

You will need your Business CheckCard or ATM Card and your PIN for POS and ATM transactions.

Use of the Business CheckCard or ATM Card authorizes the Credit Union to charge your Business Checking Account or Business Savings Account for the full amount of the transaction plus any applicable service fee as soon as the transaction posts to your account. There is no deferred payment as there is with a credit card.

## Terms and Conditions

Use of the Business CheckCard will be treated as though it were a check and will also be governed by the terms of your agreements with the Credit Union that apply to your Credit Union Checking account (including the General Terms and the Checking Account Terms of this Handbook), and the terms of any overdraft protection agreement you have with the Credit Union, except that:

- We may charge withdrawals to the Checking account in any order we determine consistent with the law, and if funds are not sufficient to cover all withdrawals, we may pay Business CheckCard withdrawals and dishonor paper checks.
- We cannot honor stop payment requests on Business CheckCard transactions.

Overdraft protection is not available on any type of account other than checking. As with Business CheckCard use, we may charge withdrawals to your accounts in any order we determine consistent with the law, and if there are not sufficient funds to cover all withdrawals, we may pay ATM withdrawals and dishonor paper checks or other withdrawals.

Although other documents you may receive when you initiate transactions with your Business CheckCard, such as sales receipts, may have contract terms printed on them, your Business CheckCard agreement with the Credit Union is limited to the terms in this EFT agreement plus the terms in this Handbook that apply to the accounts you access, plus any overdraft protection agreement on a checking account that you access with the Card.

Merchants and others who honor the Business CheckCard may give credit for returns or adjustments. When we receive the credit from the merchant or other entity, we will credit your Checking account for that amount.

If you authorize us to issue an additional Business CheckCard or ATM Card to someone, you are authorizing that person to withdraw funds and perform any transaction that you could perform yourself with a Business CheckCard or ATM Card. You are responsible for all of their transactions, whether or not you gave them permission to make a particular transac-



tion. This rule regarding authorization also applies if you give another person the means to access other EFT services.

You consent to the terms of this agreement by using the Business CheckCard or ATM Card. You continue to be bound for all transactions resulting from the use of the Business CheckCard or ATM Card until you give us written notice of termination of the account and return the Business CheckCard or ATM Card to us.

Any person who applied for the Business CheckCard or ATM Card or signs the Business CheckCard or ATM Card is equally obligated (jointly and severally) with any other such person to meet the terms of this agreement.

You are also obligated to repay any charges resulting from the use of the Business CheckCard or ATM Card by another person with your express or implied permission, whether or not the person stays within the limits of use set by you. Once you give a person permission to use your Business CheckCard or ATM Card, all transactions by that person are considered authorized. For example, if you give your Card to an employee in April and tell her to buy office supplies, and she uses your Card to obtain cash in October, the October transaction is considered authorized.

Any persons who use the Business CheckCard or ATM Card are also obligated to repay the Credit Union for all charges incurred because of their use of the Business CheckCard or ATM Card.

You remain bound to pay for charges resulting from Business CheckCard or ATM Card use even though another person has been directed to pay the debt by agreement or court order to which we are not a party, such as a divorce decree. Any release from the obligation to pay amounts owed to the Credit Union will be valid only if in writing and signed by an authorized Credit Union representative, or if pursuant to the order of a court in an action to which we are a party.

You understand and agree that if you and/or anyone you authorize to use the Business CheckCard or ATM Card gives conflicting instructions on an ATM keypad and/or other written instruction, the Credit Union will follow the instructions given on the keypad.

You agree that if you or anyone acting with you uses your Business CheckCard or ATM Card with fraudulent intent, we consider that transaction to have been authorized by you.

If you wish to change your Business CheckCard or ATM Card PIN, you must bring your Card to a Tech CU Financial Center for re-coding.

### **Business CheckCard Fee**

The use of the Business CheckCard or ATM Card at ATMs may be subject to a fee if the owner of the ATM you are using imposes a fee. If a fee is imposed, the law requires the ATM owner to disclose this information to you on the ATM or on the screen prior to completion of the transaction. The Credit Union imposes no fee applicable directly to the Business CheckCard or ATM Card. Please refer to the Fee Schedule for fees that may be incurred for types of transactions for which you can use the Business CheckCard or ATM Card.

If you make a deposit at any third-party ATM, such as CO-OP Network, and you make an error (such as entering a wrong amount on the keypad, lack of endorsement, or another error), the third-party institution will assess a charge for processing and reconciliation. Deposits that are returned for insufficient funds or other reason will be charged a returned "Returned NSF/Paid NSF" fee. These charges will be passed on to you.

### **Limitations**

ATM withdrawals must not exceed the available balance in the account you access. If you have available funds, you can withdraw cash from ATMs and make merchant and POS transactions up to the limits stated in the Fee Schedule. Merchant and POS transactions will be deducted from your Business Checking Account only. Individual merchants, ATMs, or POS

terminals may impose their own transaction limits.

We may debit or place a hold on your checking account for transactions when we receive an authorization request or when we receive a notice that a transaction has occurred. While the hold is in effect, you will not have access to "held" funds other than for the authorized transaction. If a final transaction posts to your account before the end of the "hold" period that follows an authorization request, the available balance in your account may be temporarily reduced by the amount of both the "hold" amount and the transaction amount.

All transactions are subject to verification and availability of funds within the designated account.

Although you have sufficient funds in your account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution, or other entity that honors the Business CheckCard or ATM Card will not be able to determine your actual balance. Therefore, the Credit Union will not be liable for the refusal or inability of any such ATMs or entities to allow you to use your Business CheckCard or ATM Card or for their retention of your Business CheckCard or ATM Card.

Business CheckCard or ATM Card transactions must be backed with actual available funds in your Tech CU Business Checking or Business Savings accounts. If you have been approved for overdraft protection, we will make a loan advance or transfer funds from your designated overdraft protection source sufficient to cover any negative checking account balance due to Business CheckCard or ATM Card transactions, up to your available credit limit or the available balance in your account, depending on the overdraft protection source(s) you have. Overdraft protection transfers or advances will be made from the sources you designate in the order you designate in writing or verbally. Unless you have overdraft protection or available funds, we have the right not to honor your transaction request. Overdraft protection is not available on savings accounts, even if you have an overdraft protection line of credit. If a transaction occurs that overdraws your account, you agree to immediately reimburse the Credit Union for the amount by which your account is overdrawn. It is your responsibility to not attempt to withdraw cash against deposits that have not yet cleared in the time permitted by the law and the Credit Union procedures.

Generally, the Credit Union's ATMs will be available for your use seven (7) days a week, twenty-four (24) hours a day. However, please understand that an ATM, like any machine, must periodically be shut down for routine maintenance, inspection and repair.

Loan payments are subject to verification and collection. Loan payments made at ATMs will be credited to your account the same day, providing your transaction is made Monday through Friday before 1:00 p.m. Pacific Time. Payments made after 1:00 p.m. (or at any time on a weekend or holiday) will be credited on the next business day.

All deposits are subject to the "FUNDS AVAILABILITY POLICY" section of this Handbook.

Deposit errors will be corrected at the time of verification. If an error results in an overdraft, the overdraft provisions applicable to your checking account will apply. If a negative balance cannot be restored, Our Right to Recover What You Owe Us will apply.

Deposits of checks will be credited subject to collection and verification. Deposits made to ATM machines not owned by Tech CU will not be available until the fifth business day after the day of deposit and are subject to verification.

As a safeguard against unauthorized use of your Business CheckCard or ATM Card, the ATM will not operate (and your Card may be captured by the ATM), if your PIN is incorrectly entered three (3) times in a row. Should this happen, please contact the Credit Union during normal business hours.

## **Verified by Visa®**

If you use your Business CheckCard for online transactions, you may be asked or required to enroll in Verified by Visa. Terms of Verified by Visa will be disclosed to you online when you enroll.

## **Documentation of Business CheckCard Transactions**

Each time you use a Business CheckCard at an ATM, or for a signature or POS transaction, you will receive an acknowledgment receipt describing the transaction (unless an ATM notifies you before completing your transaction that receipts are not available). Keep these receipts to update your records and verify your monthly statements.

## **Liability for Unauthorized Use**

Under Visa Operating Rules, you generally have no liability for unauthorized use of your Business CheckCard that occurs on the Visa Network. You may be liable for PIN-based transactions that occur at ATMs and Point-of-Sale terminals if they are not processed by the Visa Network. You are responsible for any use of your Business CheckCard by persons whom you have given permission to use your card at any time. Report unauthorized activity promptly. We will generally give you provisional credit within five business days while we investigate your claim.

## **Business Online Banking**

You will need a computer that meets the minimum operating system requirements to install the MSecure Browser to access Business Online Banking. You are responsible for installing, maintaining, and operating your computer. Tech CU is not responsible for any computer virus or any other problem associated with your use of Business Online Banking. For enrollment, please see our website at [www.techcu.com](http://www.techcu.com).

## **Security**

Your log on credentials will be sent to you via two secured emails; after you have completed all applicable documents, including but not limited to the Cash Management Agreement, Automated Clearing House Origination Service Addendum, Wire Transfer Agreement, Security procedures, Business Online Banking Application and Approval Form, and Business Online Banking ACH Origination and Approval Form.

## **Unauthorized Business Online Banking Transactions**

Notify Tech CU immediately if you believe an unauthorized person has gained access to your Business Online Banking access credentials. See the separate "Unauthorized Transactions" provisions of the "TERMS APPLICABLE TO ALL TECH CU EFTs" portion of this Handbook to learn how to contact Tech CU about your potential liability for unauthorized transactions.

## **Cancelling Bill Payments**

You can cancel any Bill Payment online through Business Online Banking Bill Pay before the payment has begun to process. However, once a bill payment has begun to process, it cannot be stopped. You must resolve any dispute you have directly with the biller or person to whom you made the payment.

## **Documentation**

Business Online Banking transactions will appear on your periodic statements. You can use Business Online Banking to view your account history at any time.

## **Preauthorized ACH Transfers**

You can preauthorize Tech CU to make deposits into your accounts (credits) or payments out of your accounts (debits) automatically. Preauthorizations must generally be in writing.

Preauthorized transfers are handled through the ACH system. They are subject to National Automated Clearing House Association rules, Article 4A of the Uniform Commercial Code, Federal Reserve Bank Operating Circulars, and federal regulations and California law.

Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, Tech CU is not required to give next day notice to the member

of receipt of an ACH item and Tech CU will not do so. However, Tech CU will continue to notify you of the receipt of payments in the periodic statements we provide to the member. [See Rules 3.1.6(e)] Credits to your Business accounts received via ACH are provisional until we receive final settlement through the Federal Reserve. If we do not receive final settlement, we will deduct the amount of the credit from your account balance, and the payor will not be considered to have paid the amount to you.

We reserve the right to reverse erroneous deposits to your Business Accounts without advance notice to you, although your statement and account history (available through Business Online Banking) will reflect such reversals.

If a reversal of an erroneous deposit or a deduction of a credit on which we do not receive final settlement results in a negative balance in your account, you will be indebted to us and Our Right to Recover What You Owe Us and Right to Recover "Collection Costs" will apply.

### **Unauthorized Corporate Debits**

Tech CU, as the Receiving Depository Financial Institution (RDFI) may return entries to Business accounts that were not properly authorized or that were improperly originated.

An unauthorized debit entry is an entry in which:

- the authorization requirements have not been followed in accordance with the Rules or are invalid under applicable law;
- a transaction was initiated in an amount different than that authorized by the Receiver;
- a transaction was initiated for settlement earlier than authorized by the Receiver.

Debit entries to Business accounts that are returned by Tech CU (Receiving Depository Financial Institution) as unauthorized will bear the Return Reason Code R29 (Corporate Customer Advises Not Authorized) and must be transmitted by Tech CU within 24 hours that the return entry is received by Tech CU to the Federal Reserve Bank for the return entry to be made available to the Originating Depository Financial Institution. If Tech CU receives written notification from a business member past the 24 hour time-frame that a Corporate Credit or Debit (CCD) entry to the business member's account was not authorized, Tech CU may transmit a permissible return entry to the Originating Depository Financial Institution, provided that the Originating Depository Financial Institution has agreed, either verbally or in writing, to accept the late return entry. Such a return must be transmitted using Return Reason Code R31 (Permissible Return Entry).

### **No Next-Day Notice**

Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, Tech CU is not required to give next day notice to the member of receipt of an ACH item and Tech CU will not do so. However, Tech CU will continue to notify you of the receipt of payments in the periodic statements we provide to the member. [See Rules 3.1.6(e)]

ACH transfers and payments out of non-checking accounts count toward the six-per-month limit on non-personal withdrawals (see *the Deposits and Withdrawals section of this Handbook*).

To stop an ACH payment out of your account, you must notify us at least three days before the payment is scheduled to occur. A verbal stop payment order will only be in effect for a period of 14 calendar days unless the order is confirmed in writing within that 14 day period. A written stop payment order regarding any debit entry initiated or to be initiated to your account will remain in effect for six months unless it is renewed in writing. We will not be liable for our failure to stop an ACH payment unless it results from our negligent or intentional failure to follow your timely and accurate instructions.

### **Fees**

See Fee Schedule.

## HOW TO CONTACT US

To contact us by telephone, call us at: (408) 451-9111 or (800) 553-0880.

Tech CU representatives are available to take calls from 8:00 a.m. to 6:00 p.m., Monday–Friday, and Saturdays from 10:00 a.m. to 2:00 p.m. Pacific Time (excluding holidays).

You may also visit any Tech CU Financial Center during normal business hours. For information on hours and locations, please call us or visit [www.techcu.com](http://www.techcu.com).

You may write to us at:

**Technology Credit Union**  
**Attn: Business Banking**  
**P.O. Box 1409**  
**San Jose, CA 95109-1409**

You may email us at [www.techcu.com](http://www.techcu.com), or directly at [info@techcu.com](mailto:info@techcu.com) or [businessbanking@techcu.com](mailto:businessbanking@techcu.com)

## WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY

Please be sure to include the following information in all correspondence:

1. Tell us your name and account number;
2. Describe the error or transfer in question;
3. Explain as clearly as you can, why you believe there is an error; and
4. Tell us the dollar amount and the date of the transfer.

For more information about Tech CU's  
financial products, services, and  
business hours, please contact us:

online

[www.techcu.com/business](http://www.techcu.com/business)

telephone

**(408) 451-9111**

toll free

**(800) 553-0880**



Share accounts are federally insured up to \$250,000 by the National Credit Union Administration, a U.S. Government agency. Retirement accounts are federally insured up to \$250,000 by the National Credit Union Administration, a U.S. Government agency.



We do business in accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.