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# SERVICE AGREEMENT

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UltraBranch Business Edition



Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, a U.S. Government Agency.

**globalcu.org**

## 1. Definitions.

- a. In this UltraBranch Business Edition Service Agreement (“Agreement”), the words “you,” “your,” and “member” refer to the business, organization, association, or public unit subscribing to or using UltraBranch Business Edition, including persons authorized by the member either as an authorized signer on the Business, Organization, Association, or Public Unit Master Account Agreement (“Master Account Agreement”) or through Entitlements to have access to UltraBranch Business Edition Service (“Service”) with respect to the member’s accounts.
- b. The words “Authorized Signer” refers to those person(s) granted authority under the Master Account Agreement and named on the Master Account Agreement, as amended by the member from time to time.
- c. The words “Primary Contact” mean the specific authorized signer on the Master Account Agreement who will establish the Company Administrator(s) and/or all Users and their authorities and User limits (if applicable) through Entitlements as provided by the Service.
- d. The words “Control Account” mean the primary account on which the Service is established.
- e. “Company Administrator” means any User that has been authorized by the Primary Contact or another Company Administrator who will administer and maintain User IDs and Personal Access Codes (PACs) and account activity levels through Entitlements as provided by the Service.
- f. The word “User” means any individual authorized by the Primary Contact or Company Administrator to use the Service.
- g. The word “Entitlements” means the level of access, activity, or authority designated by the Primary Contact or Company Administrator for a User to view, change, modify, transact, or initiate monetary or non-monetary transactions or account maintenance on the member’s account(s).
- h. The term “PAC” or “Personal Access Code” is the unique password that validates and authorizes the user login to the Service.
- i. The words “Member Instructions” means any request or instruction that is received by the credit union through the Service in accordance with the authorities under Entitlements.
- j. The words “Business Day” mean Monday through Friday, except federal holidays.
- k. The words “User Guide” refer to the separate document “UltraBranch Business Edition Getting Started Guide,” as amended from time to time, that provides an overview of the basic features and functions of the Service and recommendations to protect your account.

**2. General.** By requesting or using the Service, you agree to be bound by all terms and conditions of this Agreement, including amendments made from time to time. Use of the Service by any User after the scheduled effective date of an amendment will make the amendment binding upon your business and all Users. You authorize Global to execute all Member Instructions received by the credit union from the Primary Contact, Company Administrator, and Users under the Entitlements for authorities and limits established and maintained by your delegates (Primary Contact or Company Administrator).

You also agree to comply with Global instructions for use of the Service available through the User Guide. Your credit union accounts will continue to be governed by the Master Account Agreement, the Business Share Account Disclosure Statement, and this Agreement. Any special account services to which you have subscribed or do subscribe (e.g., ACH, payroll, Fedwire®, electronic tax payments) will be governed by the applicable Agreements furnished herein and subject to the fee schedule contained within the Business Share Account Disclosure Statement, as amended from time to time.

**3. Access.** You hereby authorize Global to issue one PAC to the Primary Contact for use of the Service as set forth in this Agreement and the User Guide, which Global may amend from time to time. The Primary Contact must be an authorized signer on the Control Account as established by the Master Account Agreement.

The Primary Contact is also a Company Administrator.

The Primary Contact will be asked to create a User ID and will be assigned a temporary 6-digit numeric Personal Access Code (PAC). When the Primary Contact logs on to UltraBranch Business Edition, he/she will be prompted for the User ID and PAC. For security reasons, the Primary Contact will be required to change the PAC as soon as he/she logs onto UltraBranch Business Edition for the first time. The new PAC must be 8-12 characters and should contain alpha, numeric, and special characters (+ @ # \$).

The Primary Contact will empower the Company Administrator(s) through Entitlements.

The Primary Contact or any Company Administrator will have authority to issue and maintain all User IDs and PACs and account activity levels (Entitlements) to use the Service. In design of your transaction processes and User access (Member Instructions under Entitlements), you should consider implementing clear segregation of duties and responsibilities performed by personnel such that no single person could initiate, approve, execute, and enter transactions in a manner that would enable fraudulent actions to be perpetrated and concealed.

The Primary Contact or any Company Administrator has the authority to assign User IDs and PACs for specific User access to the Service as detailed in the User Guide. You agree that the Primary Contact, any Company Administrator or User will be provided a unique User ID and PAC to access the Service. You also agree that the Primary Contact, any Company Administrator or User will keep their User ID and PAC secure and secret at all times and will take steps to prevent use of their User ID and PAC by any other parties. The User does not need to be an authorized signer on the account. You understand that the Primary Contact and/or Company Administrator(s) have the sole responsibility to establish, block, or terminate Users as well as establish company User limits within which each User can initiate and authorize specific Member Instructions under Entitlements.

The Primary Contact and/or Company Administrator will establish company daily transaction limits within which Users can initiate and authorize transactions, including transfers, ACH, payroll, Fedwire and electronic tax payments. These limits can be amended by the Primary Contact or Company Administrator up to the maximum limits established by the credit union. The credit union reserves the right to modify transactional limits at its discretion. **You agree that if there is any requirement to verify two or more signatures on checks or transfers of funds, that requirement does NOT apply to Member Instructions for funds transfers, including ACH, ACH payroll, Fedwire, or electronic tax payments using the Service. You acknowledge that limitations on individual or joint authority to transfer funds under other credit union agreements will not apply to Member Instructions on the Service.**

**4. Security.** For your protection, the following security features are part of the service. You will be required to:

- a. Change PAC every 180 days.
- b. PAC cannot be the same one that you used in the last 12 months.
- c. PAC must be 8-12 characters and should contain alpha, numeric, and special characters (+ @ # \$).

Security questions will be set up upon first login and will be required when submitting an ACH and releasing wire transactions. You agree to notify us immediately if you believe that the confidentiality of any of such information may have become compromised.

You authorize Global to execute all transfer and other instructions Global receives with a valid User ID and PAC before you notify Global of unauthorized use and Global has a reasonable opportunity to act upon your notice. You agree that Global has no obligation to obtain verification from a second person of instructions entered with your User ID and PAC you have provided internally through use of Entitlements to a User. Global will have no obligation to review or monitor for any reason (including without limitation the possibility of use of business funds for unauthorized purposes for the benefit of employees or others) instructions or transactions conducted with your User ID and PAC you have provided to a User. If you are an owner of an account for which a valid User ID and PAC is furnished to Global in order to transfer funds from the account, you agree to indemnify and hold Global harmless from all loss and liability arising in connection with such transfers, even if such transfer instructions were not authorized by you. You agree to promptly review account

and transaction records Global make available to you, whether in electronic or paper form, and to promptly report any discrepancy to Global.

The Service is accessed through the Internet, which is a public network over which Global has no control. It is therefore your duty to make certain that any computer or other device, which you use to access the Service, is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. You agree that you are solely responsible for the performance and protection of any browser used in connection with the Service including prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers. You acknowledge the website to access the Service is at [globalcu.org](http://globalcu.org).

You agree to regularly and often review all Account transactions that have been requested using the Service. You must notify us immediately if you (including any User) know of or suspect any unauthorized access to, or contact with, UltraBranch Business Edition, the Website or any unauthorized transaction or Instruction. You also agree to cooperate with us in connection with our review or investigation of any claim of an unauthorized or erroneous transaction using UltraBranch Business Edition, and you agree that we may review your records in connection with such review or investigation, and in connection with any security-related audit or review of your compliance with the requirements of this Agreement. You understand and acknowledge that your failure in any way to comply with this will materially prevent our ability to resolve your claim.

**5. Audit Review.** You acknowledge that the business is subject to satisfactory audit review by us from time to time, at our sole option and discretion, and in accordance with our established auditing criteria. You agree that upon our request, you will provide any such audit related information and assistance as we may require in order to perform the review. Your failure to meet such criteria, provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit us to terminate this Agreement and Service.

**6. Liability Limitation.** Global will have no liability to you for failing from time to time to provide online access to your accounts and/or account functions that generally are available to you through the Service, regardless of the reason for such unavailability. At certain times the Service may not be available due to system maintenance or circumstances beyond Global's control. Even when the Service is available to you, Global will not be obligated to execute any instruction or transaction that does not satisfy each of the following criteria:

- a. There must be sufficient, unencumbered funds available in the account from which you wish to transfer funds,
- b. The transaction must be in full compliance with the terms and conditions under this Agreement, other applicable agreements, and Global's instructions,
- c. The transaction must not violate any applicable provision of any risk control program of any federal or state regulatory authority,
- d. The transaction would not result in exceeding any limit established by us, and
- e. The transaction must be in accordance with other requirements of Global's applicable policies, procedures, and practices. In the event that Global does not act on or delay acting on a Member Instruction, Global shall attempt to notify you of this as soon as possible.

In addition, under no circumstances will Global be liable for any loss, damage, expense, or cause of action (whether such action is based on contract, tort, or any other form of action) arising out of or in connection with:

- a. Funds transfers or other transactions for which the instructions submitted to Global were accompanied by a valid User ID and PAC or account number and PAC, regardless of whether such transactions were not authorized by and did not benefit the account holder,
- b. Global's failure to stop payment on a check or other transfer for which some or all of the information submitted to Global was either erroneous or not timely submitted, or
- c. Any viruses that may infect your computer equipment, regardless of the source of such infection.

Global will be liable to you only for certain losses that directly result solely from Global's own gross negligence. The circumstances described in the two preceding paragraphs shall never be considered losses attributable to any act or inaction on Global's part. Under no circumstance will Global be liable for any indirect, incidental, exemplary, special, or consequential damages, including without limitation damages in the nature of legal expenses or loss of anticipated profits.

**7. Authorization Agreement for Automated Clearing House (ACH) Origination.** You hereby authorize Global to initiate credit entries and adjustments for any credit entries in error and to debit the same to such account as indicated above (ACH Services). Users can be authorized within Entitlements to create, edit, or delete individual transaction records within an ACH batch, display ACH for inquiry and review, initiate ACH (prepare an ACH batch for upload), and/or upload ACH (transmit an ACH batch to the credit union) for entry into the national ACH network. Security questions are required when submitting all outgoing ACH transactions. You may initiate transactions, subject to available funds on deposit in your account, for the following transactions:

- a. PPD - Prearranged Payment and Deposit Entry transactions. - Recurring entry for direct deposit of payroll, pension etc. or for direct payment of recurring bills such as utilities, loans, insurance etc. Furthermore, when your business initiates an ACH for payroll from UltraBranch Business Edition to an employee account at Global, your employee becomes eligible for discounts and benefits due to your relationship with Global. You authorize Global to inform your employees about these benefits due to your relationship with Global.
- b. CTX - Corporate Trade Exchange - Payment or collection of obligations between separate businesses.

Upon receipt of ACH-formatted credits by the credit union, as detailed in the User Guide and within the time frames specified in that guide, Global will initiate ACH credit entries to those financial institutions as indicated within the nine-digit Routing Number (RTN) field on each entry and to the credit of the name and account as indicated on such entry. You acknowledge your sole responsibility for the accuracy of all information including amount, RTN, account name, and account number for all credits.

The credit union will transmit credit Entries to the Federal Reserve Bank under the credit union's FedACHSM Participation Agreement and as provided in the Operating Rules of the National Automated Clearing House Association ("NACHA") in existence as of the date of this Agreement and as amended from time to time (hereinafter collectively referred to as the "Rules") and this Agreement. You agree to obtain and maintain an annual copy of the NACHA Rules. You accept and warrant the availability of payment for credits. The word "Entry" (or "Entries") shall have the meaning provided in the Rules, and shall also include the Entry data you submit from which Global prepare the Entries. The duties of Global set forth in this Agreement in no way limit the requirement to comply with the Rules.

Without limiting the generality of the foregoing: (i) you agree to comply with and be bound by the rules of the National Automated Clearing House Association ("NACHA") in effect from time to time with respect to all Automated Clearing House ("ACH") transactions conducted in conjunction with the Service ("ACH Rules"); (ii) you will not initiate any transactions through the Services in violation of the requirements or sanctions of the federal Office of Foreign Assets Control ("OFAC") or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions. You will not use the Service in connection with an internet gambling business or to process restricted transactions under the federal Unlawful Internet Gambling Act and/or its implementing regulations. You agree to indemnify and hold us harmless for all fines, penalties, sanctions or other liability imposed on us as a result of your violation of any federal, state or local laws or regulations or the rules or regulations of any clearing house or third party system or network. We reserve the right to review and monitor your use of the Service for security, legal, compliance, fraud and any other legitimate purpose as permitted by law. You agree that under NACHA rules, Chapter 9, Section II, "Responsibility of Originators," an originator (business) must correct any error within six business days of receipt of the Notice of Change information or prior to initiating another entry. Failure to do so will result in the cancellation of ACH Services.

Each time you use ACH Services, you warrant that your ACH transactions do not violate United States law or regulations, including but not limited to the U.S. Patriot Act and the U.S. Treasury's Office of Foreign Assets Control (OFAC).

This authority is to remain in full force and effect until the credit union has received written notification from you of your termination in such time and in such manner as to afford the credit union a reasonable opportunity to act on it. Global reserves the right to terminate or suspend your participation in the Service at any time without cause. If Global does, Global will try to notify you in advance, but Global will have no obligation to do so.

You shall maintain a balance of available funds in your checking account sufficient to cover the payment obligations under this Agreement. You acknowledge that the designated checking account is associated with the Control Account. You shall indemnify the credit union against any loss, liability, or expenses (including attorney's fees and expenses) resulting from or arising out of any breach of the foregoing representations or agreements.

The credit union is not responsible for delays in processing caused by circumstances beyond its control, including but not limited to errors caused by the User in inputting/releasing transactions, machine or transmission facility malfunctions, or the action or inaction of the Electronic Payments Network, FedACHSM, a receiving financial institution, or any other party. Unless otherwise instructed, the credit union will credit the member checking account for items returned through the ACH and will notify you. You cannot cancel or amend any entry after it has been processed by the credit union. However, Global will use reasonable efforts to act on a request by you for cancellation of an entry prior to transmitting it to the FedACHSM network, or in the case of an on-Global entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected.

**8. Provisional Credit.** You hereby acknowledge that you are bound by and will comply with the provision of the ACH Rules making payment of an Entry by the Receiving Depository Financial Institution (RDFI) of the Receiver is provisional until receipt by the RDFI of final settlement for such Entry. If such settlement is not received, Global shall be entitled to a refund from the credited member of the amount credited and the originator shall not be deemed to have paid the Receiver the amount of the Entry.

**9. Electronic Tax Payments and Forms.** You must first enroll with the Internal Revenue Service prior to using this Service. You warrant that you have enrolled in the Electronic Federal Tax Payment System (EFTPS) on Form 9779, Business Enrollment Form, and have selected the ACH Credit option. You warrant that all special requirements of the EFTPS system have been met. You further warrant that when you are generating the tax payment, you will use the CCD+ format with a TXP addenda record as required by the U.S. Treasury department's standard operating procedures. Unless specifically approved by the Internal Revenue Service, you cannot initiate reversal entries and files for a previously submitted Federal tax payment and you agree not to do so.

**10. Funds Wire Transfer (Fedwire) Agreement.** You hereby authorize Global to initiate a credit wire transfer and to debit the account designed in the Service. Users can be authorized within Entitlements to create, view, edit, or delete individual wire transactions records and to upload/transmit the wire transaction to the credit union for entry into the Fedwire system. You shall maintain a balance of available funds in your account sufficient to cover the payment obligations. You shall indemnify the credit union against any loss, liability, or expenses (including attorney's fees and expenses) resulting from or arising out of any breach of the foregoing representations or agreements. Security questions will be required to release all outgoing wire transactions.

Upon receipt of a wire by the credit union as detailed in the User Guide and within the time frames specified in that guide, Global will initiate wire transfer credit entries through the Federal Reserve Bank wire system (Fedwire Funds Service) to the financial institution as indicated within the nine-digit Routing Number (RTN) field on each entry and to the credit of the name and account as indicated on such entry. You acknowledge your sole responsibility for the accuracy of all information including amount, RTN, account name, and account number for all credits. You agree that the credit union may rely on the routing or identifying number provided by you for the intermediary financial institution or the beneficiary's financial institution, even if it identifies a financial institution different from the one identified in the wire payment instruction. The credit union has no duty to detect any such inconsistency in identification. You agree that the credit union may rely on the account number provided by you and the credit union is under no obligation to confirm that the name of the account to which funds are transferred conforms to the name given in the wire payment instruction. You acknowledge that wire transfers are subject to processing time delays at the receiving financial institution and are only processed Monday through Friday, excluding federal holidays.

The credit union will transmit wire entries under the Operating Rules of the Federal Reserve Financial Services in existence as of the date of this Agreement and as amended from time to time (hereinafter collectively referred to as the “Rules”) and this Agreement. You accept and warrant the availability of payment for credits. The duties of Global set forth in this Agreement in no way limit the requirement to comply with the Rules.

You cannot amend any wire entry after it has been processed by the credit union. However, Global will use reasonable efforts to act on a request by you for cancellation of an entry prior to transmitting it to the Fedwire network, but shall have no liability if such cancellation is not affected.

Each time you use Wire Services, you warrant that your wire payment transactions do not violate United States law or regulations, including but not limited to the U.S. Patriot Act and the U.S. Treasury’s Office of Foreign Assets Control (OFAC).

This authority is to remain in full force and effect until the credit union has received written notification from you of your termination in such time and in such manner as to afford the credit union a reasonable opportunity to act on it.

**11. Inconsistency of Name and Account Number Instructions.** You acknowledge and agree that if an originated ACH transaction or Wire Transfer entry describes the receiver or beneficiary inconsistently by name and account number, payment of the transaction transmitted by the credit union as the Originating Depository Financial Institution to the Receiving Depository Financial Institution (or by the credit union in the case of an on-ustransaction) on the basis of the account number submitted to Global by you even if the transaction identifies a person or legal entity different from the named receiver or beneficiary, does not excuse your obligation to pay the amount of the transaction to the credit union in settlement of the transaction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to any state’s conflicts of law provisions.

**12. Consolidated Accounts.** You and the Authorized Signers agree with each other that any Authorized Signer may consolidate the Control Account with any other eligible account to be accessed through a single log-in to the Control Account. Eligible accounts that may be consolidated include any account that has an Authorized Signer in common with the Control Account. While the business may establish, modify, or delete authorized signers from time to time, you acknowledge that the Primary Contact must notify Global to add, modify or delete any accounts with regards to account access with consolidated login. You also agree that each business account consolidated from time to time will be governed and bound by this Agreement.

**13. Indemnification.** You acknowledge and agree that you shall indemnify and hold harmless the credit union and its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, damages, or expense (including attorney fees and expenses), resulting from or arising out of (1) any breach of any of the agreements, representations, or warranties that you have provided in this Agreement, or (2) any act or omission from you or any other party acting on your behalf.

**14. Severability.** If any part of this Agreement is determined to be invalid, the remaining portions shall remain in full force and effect. If a part of this Agreement is unenforceable under a particular set of circumstances, it shall not be deemed unenforceable under all circumstances, it being the intention of the parties that the Agreement be given its broadest possible effect.

**15. Termination or Suspension.** You may terminate your participation in the Service at any time by notifying Global in writing. In that event, all rights and obligations for any transaction that occurs before Global received notice of cancellation shall be determined by this Agreement. You understand that by terminating your participation in the service and/or by closing the Control Account, the UBBE service, ACH service, wire service, ability to make tax payments, and the history associated with the Control Account and any consolidated account will no longer be available. Global may terminate or suspend your participation in the Service at any time without cause. If Global does, Global will try to notify you in advance, but Global will have no obligation to do so.

**16. Statements and Notices.** Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you online. Global is not required to provide you with any other notice of the receipt, transmittal, or debiting of wire transfers or ACH entries.

You agree to notify Global immediately if you discover:

- a. Any error or discrepancy between your records and the information Global provides to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report),
- b. Unauthorized transactions involving any account,
- c. A breach in the confidentiality of the User IDs and/or PACs, or
- d. Other problems related to the Services.

You must send Global a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed thirty (30) days from the date you receive information reflecting the problem). If you fail to notify Global within thirty (30) days, you agree that, in addition to any other limitations on Global's liability:

- a. In the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give Global such notice or that might have been prevented by your giving Global such notice, and
- b. In the case of an unauthorized funds transfer, Global will not be liable for any loss of interest that results from your failure to give Global such notice or which might have been prevented by your giving Global such notice.

You specifically acknowledge and agree that the maximum thirty (30) day period described in this section is a reasonable period of time for you to detect errors and discrepancies involving your accounts and transactions and that Global has agreed to provide Services to you, at the fees and charges established for such Services, in reliance upon this time period being commercially reasonable.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address. Notices to Global must be mailed or delivered to Global at:

**Global Federal Credit Union**

P.O. Box 196613

Anchorage, Alaska 99519-6613