



Business Manage Users Service Agreement

When you click or sign to indicate your agreement below, and any time you use the Manage Users Service (“the “Service”), you are agreeing to be bound by the following terms and conditions.

Please also refer to your SELCO Community Credit Union Digital Banking Agreement, which applies to all aspects of and applications within Digital Banking and is incorporated into this Agreement as if fully stated herein.

1. Introduction

Please read this Manage Users Service Agreement (“Agreement”) carefully in its entirety before using the Service. If you do not agree to be bound by these terms and conditions, you may not use the Service. We invite you to print or save a copy of this Agreement and retain it for your records. You may request a copy of this Agreement be mailed to you by calling 800-445-4483.

In this Agreement, the words “you” and “your” mean the member business, any Business Owners or Authorized Officers on the accounts accessed under this Agreement, and any person authorized by you to access or use any part of your SELCO Digital Banking and Services, including any Digital Banking User created using the Manage User Service. The words “we,” “us,” “our”, and “SELCO” mean SELCO Community Credit Union. The word “Account” means any one or more financial accounts you have with SELCO Community Credit Union.

Each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments; any separate agreements or disclosures relating to such features, products or services provided under this Agreement; and any other agreements you have entered into with SELCO, including but not limited to, the Business Membership and Account Agreement, Digital Banking Agreement, the Funds Availability Policy, and your Account Card governing your SELCO account(s), all of which are incorporated by reference and made a part of this Agreement.

2. Definitions

“Manage Users Service.” The Manage User Service allows “Managing Users” to add or remove “Users” and to add, edit, and remove User permissions within a member business’s Digital Banking.

“User.” User means any individual authorized and able to access your Digital Banking, regardless of any restrictions or limitations on the User’s use of functionalities or services (“permissions”) within your Digital Banking. New Users created within the Manage Users Service are selected at the discretion of the Managing User(s). New Users need not have any pre-existing authorization to access accounts or transact on behalf of the member business. New Users may be created with the ability to act as Managing Users, including the ability to create additional new Users. At first log-in, each new User will be required to agree to the SELCO Digital Banking Agreement and establish new Access Credentials that are personal and specific to that User, including username and password.

“Managing User.” For purposes of this Agreement and Service, a Managing User is any User of a member business’s Digital Banking who uses the Manage Users Service.

“Role.” A Role is a selection of available Digital Banking service permissions and transaction limitations to be assigned to a User. A Role or Roles must be created first. Users may then be created and assigned a Role.

“Business Admin role.” The Business Admin role includes all Manage Users permissions and is granted to the member business at Digital Banking registration and to authorized account signers by SELCO staff. Users with the Business Admin role may assign Manage Users and Manage Roles permissions to new Roles and assign those Roles to new Users.

3. Creating Roles within the Service

CAUTION: Roles created within the Manage Users Service should only be entrusted to carefully selected individuals. By accepting this Agreement and by using the Manage Users Service, you acknowledge the risk of authorizing new Users to independently manage accounts, accept service agreements and disclosures, and transact on your behalf within Digital Banking, and you agree that the value of the Service to you outweighs such risk. You further accept and agree that you must exercise due care and well-informed business judgment when creating Roles, creating Users, and assigning Roles to Users. Due care and the exercise of well-informed business judgment includes a review of the user guides, FAQs, best practices guides, “tool tips,” and disclosures provided by SELCO.

A Role may include any or all permissions presented in the Manage Users Service. SELCO reserves the right to remove or add any listed activities and available permissions at any time. Standard permissions available in the Manage User Service may include the following:

- a. **Accounts Selection:** The Managing User selects the accounts that the User will be granted permission to view balance, view transaction history, and export transactions.
- b. **Account Permissions:** The Managing User may then select any (or all) of the following account permissions. With the exceptions noted (*) below, the following permissions apply only to those accounts that the User has been granted permission to view:
- Account Reports
 - View Statements and Documents*
 - Bill Pay**
 - Mobile Check Deposits***
 - ACH Stop Payments
 - Stop Payments History
 - Create a Savings Goal
 - Reorder Checks

* *The View Statements and Documents permission applies to all accounts belonging to the member business, not just those that the User has been granted permission to view. **Before creating a Role with this permission, carefully consider the business needs and qualifications of the individual Users to whom the Role will be assigned.***

A User with the Bill Pay permission may choose to fund bill payments from any of the member business's savings or checking accounts that they have been granted access to view, to "Transfer From," or to "Transfer To." Users with bill pay permissions may also create payees (Companies and Individuals). **Before creating a Role with this permission, carefully consider the business needs and qualifications of the individual Users to whom the Role will be assigned.

****A User with Mobile check deposit permission may make a mobile check deposit into any of the member business's savings or checking accounts that they have been granted permission to view or to "Transfer To."*

- c. **Business Credit and Debit Cards:** A Managing User may select any or all of the following permissions regarding debit or credit cards associated with the accounts selected by the Managing User:
- Report Lost or Stolen Card
 - Request New Card
 - Advanced Card Controls
 - Change Debit Card Pin
 - Activate Card

NOTE: There is a potential for card abuse when a User you do not intend to authorize to transact with the debit or credit card is nonetheless granted the ability to manage the credit or debit card. Before creating a Role with these permissions, carefully consider the business needs and qualifications of the individual Users to whom the Role will be assigned. ANY CARD MANAGEMENT, CARD CONTROL, OR CARD ACCESS PERMISSIONS GRANTED TO A USER THAT ENABLE THE USER TO TRANSACT ON A CARD, DIRECTLY OR INDIRECTLY, SHALL CONSTITUTE YOUR AUTHORIZATION OF THE USERS' TRANSACTIONS.

- d. **External Account Transfers:** A Managing User may create a Role that includes permissions to create, view, and manage ACH transfers from your selected SELCO accounts to other SELCO accounts or to accounts held at other financial institutions and identified in advance by the member business.

A Managing User may select any or all of the following permissions:

- View External Accounts
- Add External Accounts
- Create User to User Transfers
- View Member to Member Accounts
- Add Member to Member Accounts

The Managing User then sets a dollar limit for credit transfers and a dollar limit for debit transfers before selecting those internal accounts that the User may credit and those that the User may debit.

- e. **Transfers:** A Managing User may permit users to transfer funds to and from the member business's SELCO accounts. Depending on the other permissions granted, a User may be able to use this permission to transfer funds from a SELCO account to an external account.

- f. **Business ACH:** If the member business has enrolled in the Business ACH service, which is part of SELCO's CASH Management program, a Managing User may select from the Business ACH features listed below and establish daily and monthly dollar limits for Business ACH transfers, as well as a dollar limit for Same Day ACH transfers.
- Add ACH Templates
 - Approve ACH Templates
 - Delete ACH Templates
 - Access Restricted Templates
 - Import ACH Templates
 - Schedule Same Day ACH
 - ACH History
 - ACH Reversals
 - Manage ACH NOCs (Notification of Change) and Returns
 - Add Recipient
 - Delete Recipient
- g. **Wire Transfers:** If the member business has enrolled in our Wire Transfer service, a Managing User may specify the account to be used for Wire Transfers, select from the permissions listed below, and establish daily, monthly, and per-wire dollar limits.
- Add Wire Templates
 - Approve Wire Requests
 - Delete Wire Templates
 - View Wire History
 - Domestic and/or International Wires
 - Maximum Domestic Monthly, Daily, and Per Wire Limits
 - Maximum International Monthly Daily, and Per Wire Limits
- h. **Manage Users:** A Managing User with the Business Admin role has may create a role with any or all of the following permissions:
- Create Users
 - Delete Users
 - Unlock Users
 - Update Users
 - Reset Passwords
 - Deactivate Passwords

Only Users with the Business Admin role may create additional roles with any Manage Users permissions.

NOTE: There is a potential for account abuse when a User is granted permission to independently create additional Users. Before creating a Role with these permissions, carefully consider the business needs and qualifications of the individual User to whom the Role will be assigned. IN PARTICULAR, YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT A USER GRANTED (1) CREATE USER, (2) ASSIGN ROLE, AND (3) VIEW ROLE PERMISSIONS, TOGETHER, WILL HAVE THE INDEPENDENT ABILITY TO CREATE NEW USERS AND THAT ANY AND ALL ACTIVITY WITHIN YOUR DIGITAL BANKING ACCOUNT BY ANY USERS CREATED WITHIN YOUR DIGITAL BANKING ACCOUNT SHALL BE DEEMED FULLY AUTHORIZED BY YOU.

- i. **Manage Roles:** Any Managing User may be assigned a role including permissions to take the following actions:
- View Users and Roles
 - Create Roles*
 - Edit Roles **
 - Assign Roles***
 - View Role Account Permissions
 - View Role External Account Permissions
 - Edit Role Account Permissions ****
 - Edit Role External Account Permissions *****

**Only Managing Users with the Business Admin role may create additional roles with any Manage Roles permissions, but any User with Assign Roles permission can assign any role, including those with Mange Role permissions, to any other User.*

***Only Managing Users with the Business Admin role can edit Manage Users or Manage Roles permissions within existing roles. Other Users granted Edit Roles permission may edit all permissions EXCEPT Manage Users or Manage Roles permission.*

****SPECIAL CARE SHOULD BE TAKEN WHEN GRANTING THE "ASSIGN ROLES" PERMISSION. Managing Users may be unable to see all of the accounts accessible under roles that they assign to new users, depending on the restrictions of Managing Users' own roles. Managing Users unable to view all accounts remain responsible for confirming that each role they assign is appropriate for the intended user. Clear business policies and procedures regarding roles and role assignments are strongly recommended.*

****A Managing User may not create or edit a role in a way that grants more permissions or higher transaction limits than the Managing User has themselves.*

NOTE: There is a potential for account abuse when a User is granted permission to manage existing Roles or create new Roles. Before creating a Role with these permissions, carefully consider the business needs and qualifications of the individual User to whom the Role will be assigned. IN PARTICULAR, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A USER GRANTED (1) CREATE USER, (2) ASSIGN ROLE, AND (3) VIEW ROLE PERMISSIONS, TOGETHER, WILL HAVE THE INDEPENDENT ABILITY TO CREATE NEW USER AND THAT ANY AND ALL ACTIVITY WITHIN YOUR DIGITAL BANKING ACCOUNT BY ANY USER CREATED WITHIN YOUR DIGITAL BANKING ACCOUNT SHALL BE DEEMED FULLY AUTHORIZED BY YOU.

4. Member Business Policies

You agree that the following measures are prudent, commercially reasonable, and will be adopted as policies or procedures of the member business relating to use of the Manage Users Service:

- a. Review any user guides, FAQs, best practices guides, "tool tips," and disclosures provided by SELCO before assigning a role to a User. If you have any questions about the Manage Users service, you will contact a SELCO representative in branch or at 800-445-4483 for more information before a User is activated.
- b. Assess the trustworthiness of all Individuals to be designated as Users according to best practices or applicable industry standards. (SELCO recommends that all Users be subject to background checks.) Assign Roles to each individual User using due care and well-informed business judgment regarding the operational needs, qualifications, and trustworthiness of the individual User.
- c. Immediately deactivate a user during any significant period of leave of absence from the business, such as due to extended illness, parental leave, or sabbatical.
- d. Immediately delete a User whenever the User's relationship with the member business terminates for any reason, and immediately reassign a User to an appropriate Role whenever the User no longer has need for the access and permissions originally granted through the Manage Users Service.
- e. Actively monitor the phone numbers and email addresses you provided as your contact information for alerts and notifications from the Manage User Service.

5. Limitation of Liability

YOU UNDERSTAND AND AGREE TO SELECT AND AUTHORIZE ALL USERS ENTIRELY AT YOUR OWN RISK. SELCO SHALL HAVE NO LIABILITY FOR ANY ACTS OR OMISSIONS OF YOUR USERS, INCLUDING ANY ACTION, INTENTIONAL OR UNINTENTIONAL, BY A USER THAT CIRCUMVENTS OR EXCEEDS THE LIMITATIONS OF THE ROLE ASSIGNED TO THE USER. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, SELCO SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE, FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR USE OF THE MANAGE USERS SERVICE OR THE ACTS OR OMISSIONS OF YOUR USERS.

6. Security of Access Credentials

Each User is responsible for safeguarding his or her personal Access Credentials. SELCO is entitled to act on transaction instructions within the scope of the permissions assigned to a User and received using valid User Access Credentials. The User's Access Credentials will have the same effect as the User's signature. If a User fails to maintain the security of his or her Access Credentials and fraudulent charges or activity occur on your account, you will be liable for the full amount of the charges unless prohibited by law. If a User fails to maintain the security of his or her Access Credentials and SELCO suffers a loss, SELCO may immediately terminate the User's access, and your access, to Digital Banking. **You agree to notify us, according to SELCO's notification requirements, if you believe a User's Access Credentials have been stolen, compromised, or otherwise become known to unauthorized persons. SELCO shall have no liability for any transactions until we have received and had a reasonable opportunity to act upon such notice from you unless liability is specifically assigned to SELCO by law or regulation.**

7. Notices and Alerts

When certain actions are taken within the Manage User Service, notices or alerts may be automatically generated and sent to the member business email address and/or phone number on file. It is your responsibility to ensure that the email addresses and phone numbers we have on file are operational and routinely monitored by appropriate representatives of the member business.

8. Application of Other Agreements

You understand and agree that all acts or omissions of your Users are attributable to you, and the terms of all of your SELCO agreements, including, but not limited to, the Digital Banking Agreement and SELCO Membership and Account Agreement, shall apply to the acts or omissions of your Users as if they were your acts or omissions.

9. Indemnification

You agree to indemnify and hold SELCO, its officers, directors, shareholders, agents, employees, and affiliates, and an affiliates' respective officers, directors, agents and employees, harmless from and against any and all third-party claims, suits, losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Manage Users Agreement, (ii) SELCO's action or inaction in accordance with or in reliance upon any instructions or information received from you, your User, or anyone using your User's access credentials, (iii) your or your User's breach of any of your representations, agreements, responsibilities, or warranties made under this Agreement, within the Manage Users Service, or otherwise related to the Manage Users Service; (iv) your or your User's breach of applicable laws, rules or regulations; and (v) any action by you or your User to circumvent or exceed the limitations of the Role assigned to the User.

10. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THE MANAGE USERS SERVICE IS PROVIDED AS-IS AND THAT USE OF THE SERVICE SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SELCO DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE MANAGE USERS SERVICE AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH OR A RESULT OF THE MANAGED USER SERVICE. SELCO DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT DESPITE ANY PREVENTIVE ACTIONS BY YOU OR SELCO, THE PERMISSIONS AND LIMITATIONS YOU ATTEMPT TO APPLY WHEN CREATING A ROLE WITHIN THE MANAGE USERS SERVICE MIGHT BE INTENTIONALLY OR UNINTENTIONALLY EXCEEDED OR CIRCUMVENTED. SELCO MAY DISCONTINUE THIS SERVICE AT ITS SOLE DISCRETION.

11. Fees

SELCO currently provides this Service to members without charge. SELCO reserves the right to assess fees for the Service, with notice to you as and when required by law.

12. Dispute Resolution; Governing Law

The parties hereby agree that any dispute concerning this Agreement, or the Financial Wellness Service, will be resolved in accordance with the procedures contained in the SELCO Community Credit Union Digital Banking Agreement and other agreements referenced therein, including the SELCO Community Credit Union Membership and Account Agreement, and that the dispute resolution, arbitration clause, and governing law provisions of such agreements will apply with equal force to this Agreement.