

Truliant Federal Credit Union

Online Banking and Mobile Banking Agreement

Credit Union Online Banking and Mobile Banking allows you to access your account and loan information over the Internet. If you have chosen the bill payment option, you may pay bills from your checking account via the Internet, touch tone phone or a mobile device to vendors that you have set up. You will need your member number and personal security code to access Online Banking for the first time. During subsequent access you will utilize a member number and a password you chose during registration. This document is your agreement with the Credit Union for these services.

In this Agreement, the words "you" and "your" mean the person who has applied for Credit Union Online Banking & Mobile Banking. Credit Union means Truliant Federal Credit Union. This Agreement supplements your Credit Union Account Agreement, a copy of which was provided at account opening. You acknowledge that you have read and received a copy of this Agreement prior to your first accessing the services referenced in this Agreement. You agree that you will request that payments be made only when you are sure that funds will be available in your checking account by the specified date-to-pay.

1. **Your Acceptance and Agreement.** Your initial accessing of Online Banking signifies your agreement to be bound by the terms of this Agreement. You must register for Online Banking on a Personal Computer before Mobile Banking access is granted.
2. **What you can do with Online Banking and Mobile Banking?** You may:
 - a. View account and loan information, make account transfers to and from accounts and loans as permitted by agreements covering the accounts. Download up to five months of account and loan information including recent transaction histories.
 - b. Register to receive on demand account balances via text messaging.
 - c. Make payments through Bill Pay from your checking account to any vendor on your vendor list, if you select the bill payment option. Payees will need to be added within Easy Pay through your Online Banking access.
 - d. Schedule recurring payments or manual payments, if you select the bill payment option.

The Credit Union may update or delay any or all services referenced in this Agreement to provide cost effective service and security. The Credit Union will deny access to Online Banking if an incorrect personal security code is entered too many times during a predetermined time frame.

3. **Limitations on Transactions.** There is no limit on the number of times you may use Online Banking or Mobile Banking; however, the Credit Union:
 - a. May set limits on the total dollar amount of any one transaction;
 - b. Has the right to check and authorize each transaction before it becomes final.
 - c. May limit the number of transactions in certain accounts as required by law.
4. **Limitation on Liability.** Except as specifically stated in section 9 of this agreement, the Credit Union is not responsible for any direct, indirect, special, or consequential damages or losses arising in any way out of installation, use or maintenance of your equipment or software or for losses arising out of your use of the Internet including downloading, exporting, or saving account or loan information.
5. **Authentication Practices.** The Credit Union utilizes two different forms of authentication when accessing Online Banking and Mobile Banking. The first being your user name and your personal security code for first time access, and a security question or an encrypted authentication cookie as the second form. On October 12, 2005, the Federal Financial Institutions Examination Council stated that only one form of authentication was inadequate to achieve online security. All financial institutions were directed to add an additional form of authentication to their access and be in compliance by December 31, 2006. The credit union added Enhanced Security as a second form of authentication.

6. **Permitting Others to Use Your Personal Security Code or Password.** You are responsible for the safekeeping of your personal security code and password and will not permit others to use it. If you give anyone the ability to access your account by using Online Banking, you will be responsible for his or her actions.
7. **Liability for Unauthorized Use.** You agree to tell the Credit Union AT ONCE if you believe your personal security code has been lost, stolen, or may be used by an unauthorized person. Telephoning the Credit Union is the best way of keeping your possible losses down.

CALL : (800) 822-0382

WRITE :

Truiant Federal Credit Union

Attention: Online Banking

P.O. Box 26000

Winston-Salem, NC 27114-6000

You could lose all of the money in your account (plus your maximum overdraft line of credit). If you believe your personal security code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft you can lose no more than \$50 if someone used your personal security code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft or possible unauthorized use of your personal security code, and we can prove we could have stopped someone from using your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty days after the statement was mailed to you, you may not get back any money you lost after the sixty days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (800) 822-0382 or write us at:

Truiant Federal Credit Union

Attention: Online Banking, P.O. Box 26000

Winston-Salem, NC 27114-6000

As soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

Tell us your name and the applicable account numbers. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

8. **Business Days.** The Credit Union's business days are Monday through Friday. Holidays are not included. You may, however, use Online Banking and Mobile Banking twenty four hours a day, seven days a week, subject to periodic system maintenance. Bill Payments will be sent on the next business day if your scheduled automatic payment falls on a holiday or weekend.
9. **Right to Receive Documentation of Transfers.** You will receive a monthly account statement unless there are no transfers in a particular month. In any case you will receive a statement at least quarterly.
10. **How Payment Will Be Made.** After you add a vendor for bill payment, your payment will be made by sending an electronic draft or preparing a paper check and mailing it to the Payee. You authorize the Credit Union to choose the most effective way to process your payment or transfer request. You agree to schedule payments by electronic draft at least 3 business days in advance of their due date and payments by paper check at least 5 business days in advance of their due date. The Credit Union will reimburse you for any late charges or services fees, up to a maximum of \$50, if you scheduled your payments in a timely and accurate manner. The Credit Union will not be liable for late charges, service fees, or any other charge if you do not schedule payments as agreed to above.
11. **Charges.** There are no charges to use Online Banking and Bill payment.
12. **Changes in the Terms of This Agreement.** The Credit Union may change the terms of this Agreement by giving you prior written notice before any change that would:
 - a. Result in increased charges or liabilities to you, or
 - b. Decrease the number of services available to you, or
 - c. Place additional limitations on how often or how many transactions you may make.
 - d. However, if changes are necessary to protect the security of Online Banking or your account(s), such changes will be made first, and you will be notified later.
13. **Attorney Fees and Collection Costs.** If you fail to meet your payment obligation for any account accessed by this Agreement, you agree to pay all collection costs, including reasonable attorneys' fees.
14. **Cancellations.** The Credit Union may cancel your right to use Online Banking and Mobile Banking or Bill Pay at any time and without cause by giving you notice of cancellation. You must continue Online Banking in order for Mobile Banking and Bill Pay to be available. You may cancel Online Banking at any time by writing or calling the Credit Union at the telephone number or address listed in the disclosure under the heading: "IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS." This Agreement will continue to apply to all transactions made before cancellation.
15. **Credit Union's Liability for Failure to Complete Requested Transfers.** If the Credit Union does not complete a transfer to or from your account on time or in the correct amount according to the Agreement, the Credit Union will be liable for your losses or damages. However, there are some exceptions. The Credit Union will not be liable, for instance:
 - a. If you did not complete the steps to process the transaction, or the Credit Union did not receive the necessary instructions from your computer or equipment.

- b. If, through no fault of the Credit Union, you do not have enough money in your account to complete the transaction.
 - c. If the transaction would go over the credit limit on your overdraft line of credit or other Loan Account.
 - d. If Online Banking was not working properly and that fact was evident at the time you attempted to start the transfer.
 - e. If circumstances beyond the Credit Union's control (such as fire, flood, power outage, computer or telephone malfunction) prevent the transfer, despite reasonable precautions taken by the Credit Union.
 - f. If a transfer or payment would violate a provision of this or any other agreement between you and the Credit Union.
 - g. If the payment date you requested was after the due date, or you requested a payment of less than the full amount due, or you did not select a payment date that allowed at least one day for the Payee to post the transaction.
16. **Fees related to Online Banking and Bill Payment.** There will be no charges for Online Banking or bill payment. Non-sufficient funds fee - \$29.00. Stop payment fee - \$20.00. Check copies - \$2.50/check. If a non-sufficient funds condition exists our Bill Pay vendor, Metavante Corporation, may continue to draft your account to collect funds an unlimited amount of times until the collection amounts are satisfied.
17. **Fees related to Mobile Baking only.** The Credit Union offers Mobile Banking as a free service to you; however, there may be charges from your mobile carrier for web access. You must check with your mobile carrier, before accessing the Mobile Banking service, to determine any web access fees that may be imposed due to web access usage. By accepting this agreement, you acknowledge that you have full understanding of your mobile plan as it relates to web access. You understand that the Credit Union is not responsible for any fees imposed by the web access plan carrier.
18. **Balance Alerts via Text Messaging:** Your mobile carrier may charge additional fees outside of your data plan to receive text messages. Before accessing this service, you will need to check with your carrier for text messaging fees or to see if your current plan has text messaging included. By accepting this agreement, you acknowledge that you understand your mobile plan fees that are related to the Text Messaging service. You will not be charged for this service by the Credit Union. The Credit Union will not be responsible for any fees charged by the mobile carrier for Text Messaging usage.
19. **Disclosure of Information about Your Account.** The Credit Union uses its best efforts and current industry standards for securing account information passed over the Internet. However, to the extent allowed by law, the Credit Union will not be held liable for information obtained by third parties through illegal means including hacking, unencryption, or the like. The Credit Union will in the ordinary course of business disclose information to third parties about your accounts or the transfers you make:
- a. Where it is necessary for completing transfers, or
 - b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - c. In order to comply with government agency or court orders, or
 - d. If you give us written permission.