Truliant Federal Credit Union
Online Banking, Mobile Banking, and ESIGN Consent 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 identifying information to register and access Online Banking and Mobile Banking for the first time. During subsequent access, you will utilize the username and 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 and 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. For bill pay, 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 registration for Online/Mobile Banking signifies your agreement to be bound by the terms of this Agreement and demonstrates your ability to obtain information in the electronic platforms provided herein.
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 six months of account and loan information, including recent transaction histories.
    b. Register to receive on demand account balances via premium text messaging.
    c. Register to access electronic statements and documents.
    d. Make payments through Bill Pay from your checking account to any vendor on your vendor list, if you select the Bill Pay option. Payees will need to be added within Bill Pay through your Online Banking or Mobile Application access.
    e. Schedule recurring payments or manual payments to outside vendors, if you select the Bill Pay 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 and Mobile Banking if an incorrect username and/or password 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, there are exceptions. 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:
    a. Personal identifying information for first time registration
    b. The username and password created during registration, in addition to encrypted authentication cookies.

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 Username and/or Password.** You are responsible for the safekeeping of your username and password and will not permit others to use it. If you give anyone the ability to access your account by using Online Banking and/or Mobile Banking, you will be responsible for their actions.
7. **Liability for Unauthorized Use.** You agree to tell the Credit Union immediately if you believe your username and/or password has been lost, stolen, or may be used by an unauthorized person. Calling the Credit Union is the best way of keeping your possible losses down.

   CALL: 800-822-0382
   WRITE:
   Truliant 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 username and/or password 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 $50.00 if someone used your username and/or password 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 username and/or password, 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 $500.00.

   Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 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

Contact us at 800-822-0382 or write us as soon as you can at:

Truliant Federal Credit Union
Attention: Online Banking
P.O. Box 26000
Winston-Salem, NC 27114-6000

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, the applicable account numbers, and the dollar amount of the suspected error. 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. 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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 Pay, 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 service fees, up to a maximum of $50.00, 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 may cancel Online/Mobile Banking at any time by writing or calling the Credit Union at the telephone number or address listed in the disclosure or you may submit the “Delete Digital Banking Access” form on our website. 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 digital device 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, digital device 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/Mobile Banking and Bill Pay.** There will be no charges for Online/Mobile Banking or Bill Pay. If a non-sufficient funds condition exists, our Bill Pay vendor, Metavante Corporation, may continue to draft your account to collect funds an unlimited number of times until the collection amounts are satisfied.
17. **Fees Related to Mobile Banking 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 premium text messaging fees or to see if your current plan has premium 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, decrypting**,** 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.

ESIGN Consent Agreement to use electronic records

Please review this document carefully and print a copy for your records. You can access an online copy at any time by navigating to our Agreements and Disclosures page, or you may be provided a paper copy in a non-electronic format by submitting a written request to Truliant Federal Credit Union, P.O. Box 26000, Winston-Salem, NC 27114-6000.

This ESIGN Act Consumer Consent Disclosure (“Disclosure”) applies to all communications for those products and services offered through Truliant Federal Credit Union.

When you use a product or service to which this Disclosure applies, you agree that Truliant Federal Credit Union (“We” or “The Credit Union”) may provide you with any communications in electronic format and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive communications in electronic format includes, but is not limited to: 1) legal and regulatory disclosures and communications associated with any products or services you have selected; 2) periodic statements and other communications associated with any products or service you have selected; 3) notices or disclosures about a change in the terms of your account; and 4) any other document provided to you by the Credit Union in relation to your account opening. We may always, in our sole discretion, provide you with any communications in writing, even if you have chosen to receive it electronically.

Hardware and Software Requirements

In order to access and retain your Documents, you will need one or more of the following:

- A valid email address;
- An internet browser that supports 128 bit encryption;
- A connection to the internet;
- A current version of a program that reads and displays PDF documents such as Adobe Acrobat Reader, for viewing and retaining certain disclosures;

Your Consent to Receive Documents Electronically

By accepting this disclosure, you are requesting and agreeing to receive your Documents electronically. If you do not wish to receive this information electronically, do not proceed with accepting and you will continue to receive paper documents. The Credit Union may update or delay any or all services referenced in this Agreement to provide cost effective service and security.

How to Withdraw Consent

You may withdraw your consent to receive electronic documents for any of your accounts by calling the Credit Union toll free at **800-822-0382** or by withdrawing your consent through Digital Statements & Documents in online or mobile banking. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive documents electronically. Any withdrawal of your consent to receive these documents electronically will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide us with true, accurate, and complete email address, contact, and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. You can update information (such as your email address) within online or mobile banking, by visiting your local branch, calling us toll free at 800-822-0382 or by writing us at: P.O. Box 26000, Winston-Salem, NC 27114-6000.