



Online Banking Agreement and Disclosure

I. Acceptance

This Agreement between you and Triangle Credit Union (the "Credit Union") governs your use of our Online Banking Services (the "Service"), including all Optional Services. The term "Service Provider", as used in this document, includes any agent, licensor, independent contractor or subcontractor that the Credit Union may involve in the provision of the Service, including all Optional Service.

You represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to acknowledge and accept these Terms and Conditions.

You should print or save a copy of this Agreement for your records.

WHEN YOU RESPOND TO SYSTEM PROMPTS TO ACKNOWLEDGE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, FOLLOW THE SYSTEM PROMPTS TO REJECT THE TERMS AND CONDITIONS OF THIS DISCLOSURE.

II. Electronic Disclosures

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Credit Union from time to time. In such an event, the Credit Union will post the amended Terms and Conditions on our website. You agree that electronic delivery or posting of disclosures, notices, modifications and other communications about the Service has the same effect as mailing them to you (including modifications to the terms of Deposit Account Agreement and Schedule of Fees and Services). The Credit Union cannot guarantee receipt of the notices. Any use of the Service after the Credit Union posts a change will constitute your agreement to such change(s). Further, the Credit Union may from time to time revise or update the programs, and/or related material which may render all prior program versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to the Credit Union's more recent revisions and updates of the Service.

In order to provide electronic disclosures, we must be aware of your current email address at all times. It is your sole responsibility to ensure the Credit Union is aware of your most current email address. Your email address information may be updated by contacting the Credit Union directly.

Upon completion of the online registration process, we may send you an email and ask you to confirm your email address.

III. Eligibility & Requirements

In order to enroll in the Service:

- You must have an Eligible Account with the Credit Union
- Your account with us must be in good standing
- You must be at least 13 years of age with a Teen Club account and a responsible adult on the account
- You must be a resident of the United States or its possessions
- You must have a computer and Internet browser that will support 128 bit encryption
- You will need Internet access through an Internet service provider (ISP)
- You will need an external email address for the delivery of electronic notices and disclosures

A. Hardware and Software Requirements

The current computer hardware and software requirements to participate in our Online Banking services are available through a link on the Online Banking page of our website. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

B. Enrollment

You must complete the online enrollment process to use the Service. The online enrollment process involves completing a secure online identity verification. You will also choose your Username and Password during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Online Banking department will verify the information you submit for accuracy and proper authorizations.

C. Eligible Accounts

The Online Banking Service will link all of your Eligible Accounts to one Username. This include all accounts where the Tax Identification # you used to open a membership appears in the following ways:

- As an owner
- As a signor (applies to Personal Accounts only)

If you want to suppress the online display of a linked account, please contact us at (603) 889-2470 or send us a secure email message through the Service.

When any transfer or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payemnts.

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

IV. Services

A. Basic Online Banking Services

The basic features currently available through the Service include:

- Account transaction history
- Account balance inquiries
- Online account statements
- Online account transfers (for eligible accounts available through your login credentials)
- Secure email via the Service's messaging system
- Payments to loans at the Credit Union
- Online Check Reorders
- Transaction history downloads

We may add or remove certain features and/or functionality from time to time. Some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

We will process previously scheduled and recurring transfers at 2:00pm Eastern Time each Business Day. Other accounts transfers (non-recurring and/or not previously scheduled) are processed on all Business Days that the Federal Reserve is open for business. A Business Day is every Monday through Friday, excluding Federal Reserve holidays.

For stop payment requests, please contact the Credit Union directly at (603) 889-2470. Additional terms of acceptance, disclosures and service charges may apply for stop payments. Please refer to our Service Charge schedule for any fees related to this Service. Disclosures will be made at the time of your request.

B. Online Statements

You authorize the Credit Union to stop mail delivery of your paper account statements, and consent to the electronic delivery of your periodic statements and related notices. Statements for all related accounts on a combined statement will only be available online

C. Optional Services

1. Online Bill Pay

You request Online Bill Payment during the online registration process or through the Service after initial login. Online Bill Pay members also have access to electronic Bill Presentment.

a. Payment Authorization and Payment Remittance

Online Bill Pay Service allows you to pay bills and send money to third parties using a personal computer or web enabled mobile device. By providing the Service Provider with the names and account information of those persons or entities to whom you wish to direct payment, you authorize the Service Provider to follow the payment instructions that it receives from you through the bill payment program.

Payments made Electronically – When the Service Provider receives a payment instruction for a payment(s) that will be sent electronically, you authorize the Service Provider to charge your transaction account on the selected Due Date and remit funds to the designated payee on your behalf.

Payments made via Paper Check – When the Service Provider receives a payment instruction for payment(s) that will be sent via paper check, you authorize the Service Provider to process a paper check containing your transaction account routing number and transaction account number to the designated payee on your behalf. The funds will remain in your transaction account until the check has cleared.

The Service Provider is not responsible for any delays on the part of the recipient, postal service, or applicable delivery methods.

The Due Date is defined as the Business Day you request the Service Provider to process the payment. Although you can enter a payment instructions through Online Bill Pay 24 hours a day, 7 days a week (excluding maintenance and other availability windows), payments will only be “processed” on Business Days. If you select a Due Date that is not a Business Day, the payment will be processed on the previous Business Day. If the previous Business Date has already passed, you will need to enter a Business Day in the future.

Bill Pay cutoff time is 10:30pm EST. Payments scheduled prior to 10:30pm EST will be processed and sent to payee the next day. For Next Day payments the cutoff time is 4:00pm EST.

b. Guarantee

In order to qualify for the Online Bill Pay Guarantee, you agree that the Due Dates selected by you will be at least seven Business Days before the actual “payment due date.”

The Service Provider will use its best efforts to make all your payments properly. If you follow the procedures described herein, and the Service Provider fails to send a payment according to the payment instructions received, the Service Provider will bear responsibility for all late charges, up to \$50.

c. Bill Payment Stop Payment Requests

If you desire to stop any Bill Payment that has already been processed, you must contact our Member Service department at (603) 889-2470. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The surcharge for each stop payment request will be the current charge for such service as set forth in our applicable Service Charges schedule.

d. Insufficient Funds

In using the Service, you are requesting the System Provider to make payments for you from your Payment account. If we are unable to complete the transaction due to insufficient funds or because the transaction exceeds the credit limits on reserve lines of credit associated with your account, the payment transaction may not be completed, and the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment.

For payments made electronically – If there are insufficient funds in your transaction account on the Due Date, we will attempt to process the payment again on the next two Business Days. If there are still insufficient funds, the payment transaction may not be completed.

For payments made via paper check – Payments will be processed regardless if there are sufficient funds in the transaction account at the time the payment is processed. You will need to make sure funds are in your transaction account at the time the check is presented to avoid fees.

If a transaction is cancelled due to insufficient funds for any reason, you are responsible for checking the status of payments in your account.

e. Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to the Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

f. Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if the Credit Union and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service, you agree that the Credit Union and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that the Credit Union and its Service Providers reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).

g. Payment Limitations

The Service Provider reserves the right to refuse to pay any person or entity to whom you may direct a payment. The Service Provider is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt the following types of payments, which are prohibited under this Agreement:

- Payments to settle securities transactions
- Payments to payoff special or delayed financing for purchases
- Payments to credit counseling agencies who pay creditors on your behalf
- Payments to payees outside of the United States
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies.

h. Failed Transactions

In using the Service, you are requesting to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider for any fees it may incur in attempting to collect the amount of the return from you; and
- Our Service Provider is authorized to report the facts concerning the return to any credit-reporting agency.

i. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. We are unable to update or change your personal or business information with the electronic Biller. Any changes will need to be made by you; contact the Biller directly.

We may, at the request of the Biller, provide to the Biller your email address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

I. Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

II. Notification

Our Bill Payment Service Provider will use best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

III. Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of you account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronics bills that are already in process at the time of cancellation.

IV. Non-Delivery of Electronic Bill(s)

You agree to hold harmless the Credit Union and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

V. Accuracy and Dispute of Electronic Bill

Neither the Credit Union nor its Service Providers are responsible for the accuracy of your electronic bill(s). The Credit Union and its Service Providers are only responsible for presenting the

information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligation that currently exist between you and your Billers.

2. Money Management and Purchase Rewards

a. License Grant and Restrictions

You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the MX Money Management (the "MX Money Management") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the MX Money Management and the Purchase Rewards Offers, the terms "MX Money Management" and "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the MX Money Management or Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain MX Money Management and Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the MX Money Management or Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the MX Money Management, use any tool to enable features or functionalities that are otherwise disabled in the MX Money Management except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the MX Money Management or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the MX Money Management, Purchase Rewards Offers or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the MX Money Management; or (vii) otherwise use the MX Money Management, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Section.

b. Ownership

The MX Money Management and Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

c. Your Information and Account Data with Us

You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), account number(s), login information, and any other security or access information, used by you to access the MX Money Management, Purchase Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "License Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the MX Money Management, Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You will be responsible for all electronic communications, including account registration and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information. We reserve the right to deny you access to the MX Money Management, Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant us and our third party vendors permission to use, Licensee Access Information to enable us to provide the MX Money Management, Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our members. As we make additional offerings and online banking services available to you some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the new services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing programs execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

d. **Your Information and Account Data with Other Financial Institutions**

Our financial management tools allow you to view accounts that you have outside our financial institution (this is a process called, "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

e. **Use, Storage and Access**

We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the MX Money Management and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the MX Money Management at any time, and (ii) the number of times (and maximum duration for which) you may access the MX Money Management in a given period of time. We reserve the right to make any changes effective immediately to maintain the security of the system or License Access information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the MX Money Management and any related services to which such changes relate. Your continued use of the MX Money Management or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the

MX Money Management or any related service will constitute your acceptance of and agreement to such changes. Maintenance of the MX Money Management or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made but we cannot guarantee that such notice will be provided.

f. Third Party Services

In connection with your use of the MX Money Management, Purchase Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

g. Third Party Websites

The MX Money Management may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the MX Money Management, Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in any Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

h. Export Restrictions

You acknowledge that the MX Money Management may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the MX Money Management, directly or indirectly, to; (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

i. Purchase Rewards Offers

If you decide to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payments types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dated, minimum purchase amounts, purchase limits, etc. You must also pay

using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's website or our system. Please contact the Credit Union if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

3. **TurboTax**

Single Sign-On Access to your TurboTax account is offered as a service to our online members. Your use of TurboTax is controlled by the TurboTax End User License Agreement (EULA) you agreed to at the time you purchased/licensed the TurboTax product.

4. **Mobile Banking: Mobile Web Banking, Text Banking and Mobile Application Banking**

Mobile Web Banking, Text Banking and Mobile Application Banking are each extensions of the Online Banking and only available to Credit Union members enrolled in Online Banking. To bank using Mobile Banking, Text Banking or Smartphone Application Banking, you will be required to use your Online Banking username and password. All Terms and Conditions applicable to Online Banking also apply to Mobile Banking, Text Banking and Smartphone Application Banking, and by downloading the Mobile Banking application for the Service or accessing Online Banking via a mobile device, you agree to remain bound by the Terms and Conditions of this agreement. You also agree to download all updates and/or new versions of Mobile Banking when alerted by us of such updates and/or new versions.

We do not guarantee all features available through Online Banking will also be available through Mobile Banking. In order to use Online Bill Pay via a mobile device, you must first enroll in Online Bill Pay through Online Banking.

We may log your location when using Mobile Banking. Such information will not be made publicly available or otherwise shared. Some mobile devices may allow you to disable this feature and block our ability to view your location when using Mobile Banking. Please follow the directions for doing so provided by the manufacturer of your mobile device.

5. **Remote Deposit**

Remote Deposit Capture allows members to make deposits of the electronic image of a check to an eligible account at the Credit Union. The Service is available through Online Banking and Mobile Application Banking to those who have had memberships at the Credit Union and are in good standing. Members must apply online for the service through Online or Mobile Banking and accept the Remote Deposit Capture Services Disclosure and Agreement.

All remote deposits are subject to verification and may not be available for immediate withdrawal. Members are solely responsible for the items remotely deposited and any item returned or rejected may be charged to your

accounts. You agree to any such charges. For any remote deposit, the member is responsible for preventing the transmission of another image of that item or the presentment of the item by any other means. You agree to securely store each original check for a period of 45 days after transmission to the Credit Union after which period you will destroy the check.

The member understands that there are times that the Remote Deposit Service may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and software.

6. PayItNow

PayItNow is a person-to-person payment and external transfer service that allows members to send and receive secure electronic payments to and from any person within the United States of America or to an account owned by the member at another financial institution.

An external transfer to an outside financial institution may be completed after verification of ownership of the external account using realtime authentication or trial deposit.

A person-to-person payment can be sent from within Online Banking or Mobile Banking using a recipient's email address or cell phone number. A user will be able to customize the way they receive funds using a debit card or automatic clearing house (ACH). The service is not available to Business Accounts.

To access the Service, members must have an eligible Online Banking account at the Credit Union; funds recipients will need to complete a one-time set-up for payments to complete.

PayItNow is a third party service of Paymentus that is contracted by the Credit Union. The Credit Union does not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service, including but not limited to receivers to whom payments are sent.

When the Credit Union receives a payment instruction, the member authorizes the Credit Union to debit the eligible account and remit funds on your behalf. The member also authorizes the Credit Union to credit the eligible account when payments are received including returned payments for any reason. If payment instructions identify an account by name and account number, the receiving institution will execute the Payment Instructions by reference to the account number, even if such number does not correspond to the account name.

The Credit Union will use every reasonable effort to make all payments properly. However, the Credit Union will not be liable for any incomplete transaction.

V. Fees

- a. Basic Online Banking
No Charge
- b. Online Statements
No Charge
- c. Online Bill Pay
No Charge
- d. FinanceWorks & Purchase Rewards
No Charge
- e. Mobile Banking
No Charge. Charges you may incur from your mobile carrier for use of the service (e.g., text messaging fees, data usage fees, etc.) are your responsibility alone.

VI. Limitations

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at the Credit Union. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment/due date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions

during a given monthly statement period. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six monthly transfers. Bill Payments are considered third party transfers and are limited to three (3) transactions. Federal regulations currently place no limit on the number of transfers or Bill Payment Service to only Checking Accounts.

VII. Liabilities

We will use commercially reasonable efforts to make all of your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we were unable to complete any transactions initiated by you, including but not limited to the following:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your reserve checking account (if applicable);
2. The Service and/or the payment processing center is not working properly and you know or have been advised by the Credit Union and/or its Service Providers about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, the Credit Union and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Provisions Applicable Only to Consumer and Sole Proprietor Deposit Accounts

(A) Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible.

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s) and Client ID or Member Number
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may inquire that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within 3 (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

(B) Accountholder Responsibility

Your log-in credentials and any verification codes are confidential, so you should not reveal these to anyone else. If you disclose your log-in credentials or verification codes to a third party or allow a third party to use your device's authentication feature, you may be providing actual authority for that party to obtain information about and make transactions on your Triangle Credit Union Accounts. You may be liable for, and we may not reimburse you for, any losses that may occur as a result of you sharing your log-in credentials, verification codes, or your device's authentication feature. You agree to tell us immediately if someone you did not authorize learns your password or is able to use your device's authentication feature, or otherwise gains access to transact on your Triangle Credit Union Accounts.

(C) Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Member Number or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum reserve checking line of credit if applicable).

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Provisions Applicable Only To Business Members

The Service allows for the registration of one (1) Authorized User to represent the Business.

(A) Protecting Your Account

The Business represents and warrants that its Authorized User has the appropriate authority to initiate transfers and bill payments through the Service.

Business member authorizes that the Credit Union and its Service Providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated with your Member ID, Username and Password. Furthermore, any instructions, direction, or other information provided by the Business Member, will be deemed to have been authorized by the Business Member.

Business Member assumes any and all liability arising from the use or misuse of the Service or company accounts by its Authorized User. Business Member agrees to indemnify and hold harmless the Credit Union and its Service Providers for any liability and damages resulting from our acting upon any direction, instruction, or information that is initiated with the Member ID, Username and Password or the Authorized User.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Credit Union and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to

- Keep the password secure and strictly confidential;
- Immediately notify us and select a new password if you believe your password may have become known to an unauthorized person.

We may deactivate the password of the Authorized User even without receiving such notice from you, if we suspect the password was used by an unauthorized user in a fraudulent manner.

Business Members shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stores thereon. Business Members shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the Service as well as the protection against unauthorized access to business computers, and/or networks used to access the service. Business Members shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the service.

The Credit Union and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning the Business Member's selection of security systems or devices for the protection of any data files or computers used to access the services or over Business Members development or implementation of security procedures or the failure of Business Members to maintain said procedures.

(B) Commercially Reasonable Security Procedures of the Service

When you accept this agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your Member ID, Username and Password. You agree to notify the Credit Union in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify the Credit Union, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

(C) Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at (603) 889-2470 during business hours;

Write us at 33 Franklin Street, Nashua, NH 03064

Contact us via Secure Support within your online banking account

(D) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, the Credit Union will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

The Credit Union and its Service Providers shall have no liability to you for any unauthorized payment or transfer made using your Password that occurs before you have notified us of any possible unauthorized use and we have had reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

(E) Limitation of Institution Liability

The Credit Union and its Service Provides will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. The Credit Union and its Service Providers will have no liability for any loss or damage:

- Related to the dishonesty of the Authorized User, Business Member's employees, officers, or agents;
- Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
- Resulting from any delay in the performance of this agreement, which is caused by an act of god, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between the Credit Union and third parties, or any other condition outside of our control.

If the Credit Union and/or its Service Providers fail or delay in making a transfer or Bill Payment pursuant to your instruction, or if we make a transfer or payment in an erroneous amount which is less than the amount per your institution, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you canceled the instruction.

We may pay such interest either to you or the intended recipient of the payment, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment in an erroneous amount which exceeds the amount per your payment instruction, or if we permit an unauthorized payment after we have had reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days interest.

If we become liable to you for interest compensation under this agreement or applicable by law, such interest shall be calculated based in the average Federal Funds Rate at the Federal Reserve Bank in the district nearest to the Credit Union for each day interest is due, computed on the basis of a three hundred sixty five (365) day year.

No third party will have rights or claims against the Credit Union and its Service Providers under this agreement. The terms of this section will survive termination of this Agreement.

(F) Indemnification

Business Member(s) and its Authorized User will defend, indemnify and hold harmless the Credit Union and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by the Credit Union through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceedings, claims, demands, judgements, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

VIII. Entire Agreement

This Agreement is the complete and exclusive statement of the agreement between Credit Union and Authorized User with respect to the subject matter hereof and supersedes any prior agreement(s) between Credit Union and Authorized User with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and other agreements the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Credit Union is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Credit Union shall incur no liability to Authorized User as a result of such violation or amendment.

IX. Service Termination

In the event you wish to discontinue the Service, you must contact the Credit Union in writing. Written notice of the Service discontinuance must be supplied ten (10) days prior to the actual discontinuation date.

The Credit Union may terminate use of the Service, by any individual at any time. Neither termination nor discontinuance shall affect your liability or obligation under this Agreement.

Access to our Service may be canceled in whole or in part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking or Bill Pay activity for a period of six (6) months, accessibility may automatically terminate.

X. Security

You agree not to give or make available your online password to any unauthorized individuals. You agree to take adequate measures to guard against unauthorized access to your Online Password. If you believe that your password has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Credit Union at once by calling (603) 889-2470. You can also contact us by sending a secure message through the Service. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. Unless otherwise provided in this Agreement or as required by law, you agree to be fully liable for all losses which may arise from unauthorized transactions.

NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR CLIENT ID, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

IF YOU DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., EMPLOYEE, AND/OR AGGREGATION SERVICE PROVIDER).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

XI. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

XII. No Waiver

The Credit Union and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such a waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

XIII. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other between what the employees of the Credit Union and/or its Service Providers say and terms of this Agreement, the terms of this Agreement will prevail.

XIV. Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00, either party may elect to resolve the dispute through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration with the American Arbitration Association ("AAA") or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

XV. Waiver of Trial

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course dealing, statements or actions of the parties, unless said waiver of trial by jury is prohibited by law. This provision is a material inducement for the parties entering this Agreement.

XVI. Ownership

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by the Credit Union and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

XVII. Governing Law

Accounts and services provided by the Credit Union may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of New Hampshire.

Deposit and loan products are offered by Triangle Credit Union. Federally insured by NCUA.
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