

Virtual Branch Services Terms and Conditions

The following terms and conditions govern the manner in which TMH Federal Credit Union (Us, We, Our) will provide Virtual Branch Internet Banking and Bill Payment Services (Services) to You.

Our Member Service Information Our Member Service is available at (850) 402-5301 during the following hours:

9:00 am to 5:00 pm Eastern time Monday through Friday.

Mail may be addressed to:

TMH Federal Credit Union
345 S. Magnolia Dr., Suite F-1
Tallahassee, FL 32301

Services You authorize Us to utilize Fiserv/IntegraSys to provide the Services to You on Our behalf. Payment of taxes or court directed payments via the Services is prohibited.

We reserve the right to refuse to make any payment and/or transfer.

Funds will arrive at Your targeted Merchant and/or Account as close as reasonably possible to the date designated by You in Your payment and/or transfer instruction (Payment Date). Subject to the terms and conditions of this Agreement, You authorize Us, and any third party acting on Our behalf, to choose the most effective method to process Your payment and/or transfer, including, without limitation, electronic, paper or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account You will receive a transaction confirmation number (Confirmation Number).

The Payment Date indicated by you must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.

UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT AND/OR TRANSFER, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT. IT IS ALSO IMPORTANT THAT THE PAYMENT DATE BE ON OR BEFORE THE MERCHANT DUE DATE, NOT THE LATE DATE, AND, SINCE THE TIME FOR US TO PROCESS YOUR PAYMENT VARIES ACCORDING TO THE PARTICULAR MERCHANT, YOU MUST BECOME FAMILIAR WITH THE PAYMENT PROCESSING TIME FOR EACH MERCHANT YOU DESIRE TO PAY, AND ALLOW THE APPROPRIATE NUMBER OF BUSINESS DAYS BETWEEN THE DAY YOU INPUT YOUR PAYMENT INSTRUCTION AND THE PAYMENT DATE. SUBJECT TO THE LIMITATION DISCUSSED BELOW, IF YOU FOLLOW THE PROCEDURES DESCRIBED IN THIS AGREEMENT FOR PAYMENTS, AND YOU ARE ASSESSED A PENALTY OR LATE CHARGE, WE WILL REIMBURSE YOU FOR THAT LATE CHARGE UP TO A MAXIMUM OF ONE HUNDRED DOLLARS (\$ 100.00). IN THE EVENT THAT YOU DO NOT ADHERE TO THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, OR YOU SCHEDULE A PAYMENT LESS THAN THE NUMBER OF BUSINESS DAYS BEFORE THE DUE DATE REQUIRED FOR A PARTICULAR

MERCHANT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES AND LATE FEES AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES OR FEES. THE SERVICE ASSUMES NO LIABILITY FOR THE LATE POSTING OR MISAPPLICATION OF PAYMENT ONCE FUNDS ARE RECEIVED BY MERCHANTS. THIS ABSENCE OF LIABILITY, HOWEVER, DOES NOT PRECLUDE SERVICE FROM WORKING TO RESOLVE THESE TYPES OF ISSUES WHEN THEY ARISE. IF REQUIRED WE WILL BE RESPONSIBLE FOR PROVIDING PROVISIONAL CREDIT IF PAYMENT DISPUTES THIS ACTION.

Limitation Under no circumstances will We be liable if We are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time You initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or transfer.
3. You have closed the designated Account.
3. We have identified You as a credit risk and have chosen to (i) make all payments and/or transfers initiated by You via the Services utilizing a paper, as opposed to electronic, method, or (ii) to terminate Your subscription to the Services.
5. The Services, Your equipment, the software, or any communications link is not working properly and You know or have been advised by Us about the malfunction before You execute the transaction.
6. You have not provided Us with the correct information for those Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer.
7. The Merchant mishandles or delays handling payments sent by Us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICES, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OR OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICES, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

Payment Cancellation/Modification Except for those transfers which are completed immediately, You may cancel or modify a payment and/or transfer up to 2:00 p.m. Eastern Time (ET) the same Business Day You schedule for payment and/or transfer.

Statements All payments and/or transfers made via the Services will be listed on Your monthly Account statements (Statement) that you receive from Us.

New Services We may, from time to time, introduce new services or enhance the existing Services. We shall notify You of the existence of these new or enhanced services. By using these services when they become available, You agree to be bound by the obligations concerning these services, which will be sent to You.

Care of Your Security Code and Security You agree that You will not give Your Services security code (Security Code) or make it available to any other person. If You believe that Your Security Code has been lost or stolen, or that someone has made payments and/or transfers using Your Security Code without Your permission, notify Us IMMEDIATELY by phone any time during Customer Service hours or send an electronic message through the Service.

Your Liability for Unauthorized Payments If you believe that Your Security Code has been lost or stolen, notify Us IMMEDIATELY as provided above in order to keep Your possible losses down. If you notify Us within two (2) Business Days after You learn of the loss or theft, Your maximum liability is \$50.00.

If you do NOT notify Us within two (2) Business Days after You learn of the loss or theft of Your Security Code, and We can prove that We could have prevented someone from using Your Security Code if You had told Us in time, Your maximum liability is \$ 500.00.

If Your Statement contains payments and/or transfers that You did not make, notify Us IMMEDIATELY. If You do not notify Us within sixty (60) days after the Statement was mailed to You, You may not get back any of the money You lost 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 hospital stay or a long trip) prevented You from telling Us, We may at Our discretion, extend the time.

Errors and Questions Contact Us as soon as possible at either the address or telephone number described above if You think that a payment and/or transfer listed on Your statement is in error or if You need more information about a payment and/or transfer listed on the Statement. We must hear from You no later than sixty (60) days after You received the first Statement on which the problem or error appeared.

When You call or write Us, You must:

1. Tell Your name and User ID.
2. Describe the payment and/or transfer You are unsure about (Merchant name, Account information, Transaction Date, Transaction Amount) and explain as clearly as You can why You believe it is an error or need more information. Please provide Us with the Confirmation Number for such transaction.
3. Tell Us the dollar amount of the suspected error. If You tell Us orally, or by using the Services' electronic mail, We may require that You send Your complaint in writing within ten (10) Business Days. We will tell You the result of Our investigation within ten (10) Business Days after We receive Your complaint and will correct any Services error promptly. If We need more time, We may take up to forty-five (45) days to investigate the complaint or question. If We decide to do this, We will recredit Your Account within ten (10) Business Days after we hear from you, for the amount You think is in error in order that You may have the use of the money during the time it takes to complete

Our investigation. If We ask You to put Your question or complaint in writing and We do not receive it within ten (10) Business Days, We may not recredit Your Account.

If We decide that there was no error, We will mail or transmit to You a written explanation within three (3) Business Days after We have completed the investigation, and within ten (10) Business Days of the date of such explanation, We will debit Your account of the amount previously recredited to You for use during the time We took to complete Our investigation. You may ask for copies of documents used during Our investigation.

Disclosure of Account Information to Third Parties We will only disclose information to third parties about Your Accounts :

1. When it is necessary for completing payments and/or transfers;
2. In order to comply with a government agency or court order; or
3. If You give us Your permission.

Charges You will be charged a monthly fee for the Services plus any applicable sales and use taxes. You may pay all Service charges from a designated Account. In the event of Your failure to timely pay Us, You authorize Us to effect automatic payment from one of Your Accounts by electronic, paper or other draft means.

In the event We are unable to process a Services transaction, (if, for example, there are insufficient funds in Your designated Accounts) the transaction will result in a “Failed Payment and/or Transfer”. In such event, We will charge the total cost of the transaction, including any service charges, to You. In the event of repetitive Failed Payment and/or Transfer, We reserve the right to suspend Your subscription to the Services. This suspension may be without prior notice to You. If Your subscription is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Customer Service and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Customer Service. In the event Your subscription is suspended, We will notify You by mail to Your listed address. With respect to any Failed Payment and/or Transfer, You agree to reimburse Us within fourteen (14) days after notice is sent to You, for any funds We have already paid to one or more of Your designated Merchants which We were unable to recover by debit to the Merchant or charge to You.

If You do not pay any amount owed to Us when due, You agree to pay interest on the unpaid balance at the rate of 18% per annum, or 1.5% per month (or the maximum rate allowed by applicable law, if less). In the event that Your claim or debt has to be referred to a third party for collection, You agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances, including reasonable attorneys’ fees and court costs.

Fees You agree to pay Us fees if applicable. See Electronic Transfer Disclosure and/or Fee Schedule.

Additional Terms and Conditions

1. In addition to the foregoing, You agree to be bound by and comply with the requirements of the Virtual Branch Services User Guide and applicable state and federal laws and regulations. We agree to be bound by them too.

2. We reserve the right to terminate Your use of the Services, in whole or in part, at any time without prior notice.
3. You may cancel Your subscription to the Services, upon thirty (30) days prior notice to Customer Service. You will be responsible for all payments and/or transfers You have requested prior to termination and for all other charges, fees, and taxes incurred.

BE SURE TO CANCEL ALL OUTSTANDING PAYMENT AND/OR TRANSFER ORDERS WITHIN THE 30 DAY NOTIFICATION PERIOD. WE WILL NOT BE LIABLE FOR PAYMENTS AND/OR TRANSFERS NOT CANCELLED OR MADE DUE TO YOUR ACTIONS RELATED TO SERVICE TERMINATION.

4. These Terms and Conditions, the Virtual Branch Services User Guide and applicable Services fees and charges may only be altered or amended by Us. In such event, We shall send notice to You at your listed address or transmit notice of the alteration or amendment over the Services. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.
5. In the event of a dispute regarding the Services, You and We agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by You or Our employees.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida.
7. Business Days are Monday through Friday excluding normal banking holidays.
8. If you selected a draft product that offers free Virtual Branch Service you must maintain direct deposit and use this service at least once every 60 days to retain free access.

Virtual Branch Services User Guide

Overview

When you enroll with Virtual Branch Services as a credit union member, you can perform banking tasks, pay your bills, and communicate with the credit union quickly and easily from the comfort of your own home or wherever you might happen to be. These services provide secure access at any hour of the day. If you have questions, help is at your fingertips. Virtual Branch provides several resources including on-line interactive help, electronic messages to customer service, or you can simply pick up the phone.

Where to Begin

Complete and submit the Virtual Branch Internet Banking and Bill Payment Enrollment Application as instructed. Your application will be validated and you will be enrolled in the service. Once enrollment is complete, you will receive a unique User ID and a temporary Security Code. The first time you access Virtual Branch; you must change this temporary Security Code to another code you select. A Security Code may be any 4 to 8 alphanumeric characters you choose, but we strongly encourage using the full eight digits for maximum security. Protect this code just as you do for your ATM PIN number and change it often. If you forget your Security Code, contact the credit union and the Service Administrator will reset your User ID after confirming your identity.

Internet Banking

Virtual Branch Internet Banking allows you to review account balances and history, transfer funds, review and change scheduled transfers, and look at transfer history.

The **Account Summary** feature provides a list of your accounts including account number, type of account, and available balance. When you select an account from the list of accounts, you are presented with the **Account Detail** screen including current balances, rate information, next payment date and amount on loans, and other useful information about the account. This screen also includes up-to-the minute transaction history for each account. Each transaction is displayed with posted date, amount, type of transaction, and balance afterward. Some types of accounts have additional history information as well. You may view transaction history as far back as your credit union keeps the information on-line.

The **Transfer Funds** feature offers three types of transfers:

- Immediate - A transfer is attempted immediately. You are notified immediately if the transfer is successful, similar to an ATM transaction. The money is actually moved based on the same schedule as transactions performed at an ATM.
- One-time – A transfer is made on a date, which you specify.
- Automatic - A transfer is made starting on a date and as many times as you specify.

Transfers that are set up for future dates are called "scheduled" transfers. These transfers may be either one-time or automatic. The first transfer date may be no more than 18 months in the future. Scheduled transfers are processed on the scheduled date. Transfers scheduled on non-business dates (such as January 1 or weekends) are processed on the next business day for one-time transfers and on the previous business day for automatic transfers.

The **Scheduled Transfers** feature allows you to review pending one-time or automatic transfers or cancel a transfer before it occurs. You may also change information, depending on the type of scheduled transfer:

- One-time transfer – You can change the amount and date of the transfer.

- Automatic transfer - You can change the amount, next transfer date, number of transfers, and transfer frequency. Any change will affect all future transfers.

If you want to change the FROM or TO account, you must cancel the transfer and set it up correctly. An immediate transfer takes place the instant it has been confirmed, so it cannot be modified or canceled afterward.

The ***Transfer History*** feature provides the details and status of transfers that you have made. You may select which transfer(s) you want to review. If you do not specify any criteria, all available transfer history will be presented. If you specify:

- Account number -You will receive history for all transfers for that account.
- Transfer dates -You will receive history for all transfers from the start-date to the end-date specified.
- Transfer amount -You will receive history for all transfers within plus or minus \$10.00 of the specified amount.

If you want to direct the search to a more restricted list of past transfers, you may specify any combination of transfer details.

PayIT Bill Payment

If you select *PayIT* Bill Payment Services, Virtual Branch allows you to schedule payments to merchants, review and change scheduled payments, and review payment history. *PayIT* offers an alternative to the traditional method of paying bills. Instead of writing a check and mailing the payment to the merchant, you can handle all payments through Virtual Branch. You can schedule payments to be made on certain dates. *PayIT* provides a confirmation number for every payment and keeps track of your payment history. These features make *PayIT* an excellent record keeper. You no longer have to keep track of the payments you've made because *PayIT* does it for you.

Paying Bills involves three steps:

- Set up your personal list of merchants. To pay bills, the merchant(s) you want to pay must be in your Personal Merchant List together with the account numbers you have with each merchant.
- Setup a payment.
- Change or cancel a payment, as necessary.

PayIT uses one of the following methods to pay bills:

- Electronic payment to merchants on our electronic network. When this method is used, it is recommended that you initiate a payment at least two business days before the due date.
- Paper payment to merchants who do not receive electronic payments. When this method is used, it is recommended that you initiate a payment at least five business days before the due date.

The processing times provided above are recommendations only. Virtual Branch cannot control or guarantee the merchant's timely processing of payments once they are received by the merchant. You should consider allowing more lead-time to ensure that the merchant has ample time to actually post the payment. It is then the merchant's responsibility to post the payment in a timely manner.

You must exercise special care when scheduling payments for government obligations such as taxes and court-directed payments. Ample time for the delivery, processing and posting of a payment should be allowed since you may incur significant penalties as a result of late payments.

If you fail to provide the correct merchant and account information, your payments may not be successfully completed. Your regular Checking Statement will reflect if payments were completed via electronic or paper means and will include the merchant's name.

Payments are processed Monday through Friday with the exception of federal holidays. Payment processing begins at 2PM EST each day. You cannot schedule, change, or delete a payment to occur on that day after processing begins.

Virtual Branch supports the following types of payments:

- One-time payment -The payment takes place on the date you specify.
- Automatic payment - Payments occur starting on the date and as many times as you specify for up to 10 years.

Payments that are set up for future dates are called scheduled payments. These payments include one-time payments and automatic payments. The first payment date may be no more than 18 months in the future. Payments are processed on the scheduled date. Payments scheduled for non-business dates (such as January 1 or weekends) are processed on the next business day for one-time payments and on the previous business day for automatic payments.

The ***Scheduled Payments*** feature allows you to review scheduled payments (one-time and automatic) and change or delete a selected payment before the payment occurs. You may change payment information depending on the type of scheduled payment:

- One-time payment - You can change the amount and date of the payment and the financial account from which the payment is to be made.
- Automatic payment - You can change the amount, next payment date, number of payments, frequency of payments, and the financial account from which the payments are to be made. The changes affect all future payments.

The ***Payment History*** feature allows you to find and review past payments by specifying the payment details. You may select which payment(s) you want to review. If you do not specify any criteria, all available payment history will be presented. If you specify:

- Merchant name -You will receive all payment history for that merchant.
- Payment dates - You will receive payment history from the start-date to the end-date specified.
- Payment amount -You will receive all payment history within plus or minus \$10.00 of the specified amount.

If you want to direct the search to a more restricted list of past payments, you may specify any combination of the payment details listed above.

MailIT Secured Electronic Messaging

Use the secure mail feature *MailIT* to communicate with credit union customer service. *MailIT* allows you to review, save, and delete received messages and to send new messages to Customer Service. You can use Mail at any time to communicate questions, problems or requests. Communicating has never been so simple.

From time to time, you may be notified by automated messages of problems resulting from your use of the Service. For example, if a payment is failed due to insufficient funds or incorrect merchant information, you may receive a message via *MailIT*. You are notified immediately after you Login to the Service of any new messages in your Inbox.

Personal Options

You can use Personal Options to change your Security Code and to add or delete an account. You may also use Personal Options to change personal information on the Service; however, you must also notify the credit union directly of any relevant changes to this information, as these changes do not propagate from the Service to the institution's teller files.

At the time of enrollment, the accounts you specified were set up for you on Virtual Branch. After enrollment, you may change account information as follows:

- Update personal information.
- Add a new account to internet banking.
- Delete an existing account from internet banking.
- Change your security code.
- Select a passphrase.
- Create a personalized Logon ID (must be 6-50 alphanumeric characters).

You may only delete an account from the service after all scheduled transfers or payments attached to it have been canceled.