



ONLINE BANKING AGREEMENT

10.01.2013

This Online Banking Agreement (Agreement) describes your rights and obligations as a user of Tampa Bay Federal Credit Union's Online Banking Service (Service). By clicking on the Agree button you agree to abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the Agreement and the disclosures contained within. For the purpose of this Agreement, the words "you" and "your", mean members, joint account owners, and authorized users of the Service. The words "we", "us", "our" and "Credit Union" mean Tampa Bay Federal Credit Union. The word "account" means any accounts you have with the Credit Union.

If you use certain features, products or services available on or through the Online Banking Service, you will be subject to all of the terms and conditions in this Agreement, and other separate account agreements and disclosures governing your account. For example other agreements may include, without limitation, the Universal Account Agreement you received at your account opening; E-Statement, Bill Payment, or Mobile Deposit agreements you accepted and receive at enrollment for said service.

Electronic Consent and Acceptance of Terms and Conditions

This consent applies to the Service and any accounts, which you register to use with the Service. You have agreed to accept the disclosures and other information electronically as described above and you accept the following:

- Acknowledging receipt of the Notice and Consent regarding the Service;
- Confirming you are able to access and retain this information provided electronically;
- Consenting to the receipt of the disclosures and other information electronically as described above, and;
- Agreeing to the Terms and Conditions for the Service.

This Agreement contains important information and guidelines for using the Service. These are the current terms of your Agreement with the Credit Union for accessing your accounts and making use of other services via Online Banking. By using the Service, or authorizing others to use it, you agree to these terms. The Credit Union may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations. Each of your accounts with us which are accessed by the Service, continue to be governed by the applicable Universal Account Agreement and Disclosures, other services agreement you acknowledged, State and Federal Regulations relating to Deposit Accounts, Electronic Fund Transfer Agreement and Disclosures, and the Rate and Fee Schedule Disclosures.

Definitions

Account: means any one or more share savings, share draft checking, or other deposit account(s), loan account(s) that you have with the Credit Union. Account also means all accounts you access through an ACH transaction, and any account held at other financial institutions with which you have transacted, or have initiated an ACH transaction.

Authorized Person: means, with respect to an individual account, each person who has an interest in or authority to transact business in such account, with respect to each person listed as an authorized signer on the signature card or anyone you authorize access to your online banking account to transact business with respect to such account.

Business Day: is every day except Saturdays, Sundays, and holidays.

Communications: means any periodic statement, year-end tax statement, authorization, agreement, disclosure, notice, or other information related to your Accounts, including but not limited to information that we are required by law to provide to you in writing.

Computer: means your computer, computer system, mobile device, or any other method of access used to access our website and related equipment and software.

Transfers: shall mean any combination of Internal Transfers, Member-to-Member Transfers, or External Transfers.

Internal Transfers: shall mean monetary transfers between your accounts at the Credit Union.

Cross Account Transfers: shall mean monetary transfers between one of your accounts at the Credit Union and another Credit Union member's account.

External Linked Account Transfers: shall mean monetary transfers between one of your accounts at the Credit Union and an account at another institution.

Description of Services

Online Banking "Service" or "Services" shall mean all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, through the online banking site including but not limited to: (a) transfer funds between accounts; (b) obtain account balances and certain other information for various accounts that you may have (including, without limitation share savings, share draft checking, or other deposit accounts, and loan accounts); (c) initiate online bill payments or transfers (d) initiate stop payment requests; (e) obtain transaction information on certain accounts; (f) download certain account transactions to your computer; (g) view online statements; (h) view online check images; (i) re-order checks; if you have initiated a check order with one of our branches; (j) withdraw a check; and (k) establish electronic alerts.



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Service Availability

The Service is accessible 7 days a week, 24 hours a day. However, from time to time and at any time, some or all of the Services may not be available due to system maintenance, or for other reasons. Certain features, information, types of transactions or other services available while using the Services are only available for certain accounts and may not be available when accessing the Services via mobile device or for all of your accounts. Additional agreements may be required prior to accessing certain offered features.

Computer Equipment and Software

You will need computer hardware and software sufficient to enable you to access the Internet. You will need to have an Internet service provider and a browser that is SSL compliant. You may also need JavaScript. You are responsible for the installation, maintenance, security and operation of the computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the computer and software properly. We are not responsible for any 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 related to the Services. We will not be responsible for any direct, indirect, special or consequential damages 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.

UNAVAILABLE, DELAYED, OR INACCURATE ACCOUNT INFORMATION: The Credit Union strives to provide complete, accurate, and timely account information through the Service. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. With respect to electronic funds transfer problems; such as unauthorized transfers or our failure to properly complete authorized transfers, the extent of our liability is described in this Agreement.

Access Eligibility

You understand that in order to use this Service, you must have an account in good standing with the Credit Union. You agree that we may terminate this Agreement and your use of the Online Banking services if you, or any authorized user of your account or password, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or password.

Security of Access Credentials

Your access credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your online banking credentials. You agree not to disclose or otherwise make your online banking credentials available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access credentials, you understand that person may use the Services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access credentials and you agree that the use of your access credentials will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access credentials in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access credentials immediately. You are responsible for any transactions made by such persons until you: 1. notify us that transactions and; 2. access by that person are no longer authorized and your access credentials are changed. If you fail to maintain or change the security of these access credentials and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately. You will be responsible for any loss sustained by the Credit Union as a result of your failure to maintain or change your access credentials.

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC or any other device you use to access Online Banking unattended while you are in the Credit Union's Online Banking site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 813-247-4414. Telephoning the Credit Union is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking site to change your Password.

Fees and Charges

Except as otherwise noted in our Fee Schedule or your applicable account agreements, there currently is no monthly service charge for accessing your accounts with the Online Banking service. Fees and charges are subject to change. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.



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Enrollment in Services

By enrolling in the Services, you authorize us to process transactions for you as requested by you from time to time, and you authorize us to post transactions to your account(s) as directed. You further authorize us to make automatic payments in such manner as you direct. You agree that all electronic instructions that we receive on the online banking site or otherwise in connection with the Services, such as those directing us to take action with respect to your account will be deemed valid, authentic, and binding obligations.

Transfers

Online transfers include (i) internal transfers, (ii) cross account transfers, and (iii) external linked transfers. Funds transfers are subject to this Agreement and your Universal Account Agreement and Fee Schedule. We reserve the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this agreement, any additional agreement affecting your terms of your account(s), or federal and state law.

We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of business the day the transfer is to be processed.

In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts (including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in the Membership Agreement and Disclosures will apply. You will also be held responsible for any additional fees charged in accordance with our Fee Schedule.

With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Fee Schedule. You further understand that any and all ACH transactions processed by us are purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar bills in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

Transfers between Credit Union Accounts

In compliance with Regulation D, there is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; or (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. However, payments from your savings account by check overdraft, debit point-of-sale overdraft, pre-authorized electronic debit through the automated clearing house (ACH), and transfers from savings or special savings account to savings or checking using Touch Tone Teller, Online Banking, by phone or pre-authorized automated transfers are limited to six (6) per calendar month. (A pre-authorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders including orders received through ACH). Limited transactions after six per month may have a fee imposed or denied.

Unauthorized Transfers

If you tell us within 2 Business Days after you first discover your password or other means to access your account has been lost or stolen, you can lose no more than \$50.00 should someone access your account without your permission. If you do not tell us within 2 Business Days after you first 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 will be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may lose any amount transferred without your authorization after the 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 hospital stay) prevented you from telling us, we may extend the period.

Stop Payment Requests

You may request the Credit Union to stop payment on a check or an ACH debit on your account. You understand if an item is presented and does not exactly match the information you provide on this form it may be paid or returned according to our



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policies and procedures. If the item is presented in a different method than you have indicated, the item may still be paid with no liability to the Credit Union. You also understand we will not be responsible for stopping payment unless your request is received by us within a reasonable time for the Credit Union to act on your order prior to a final payment or similar action. The Credit Union's liability shall not, in any event, exceed the amount of the draft or ACH debit. You agree to reimburse the Credit Union for any loss it sustains in honoring this request. If you wish to cancel this request it must be received in writing. Please be advised certain ACH items are not allowed to have stop payments placed. The Credit Union will not be liable if a stop payment for an ACH item which is later determined to be a force paid item.

Alerts

Online Banking offers opt-in alerts for your convenience. Alerts will be sent to the email address you have provided for Online Banking. You can also choose to have alerts sent to a mobile device that accepts text messages. If your email address or your mobile device number changes, you are responsible for informing us of that change. Be advised that text or data charges or rates may be imposed you your carrier. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by your or any third party in reliance of an alert. Because alerts are not encrypted, we will never include your password or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or a loan due date may be included. Anyone with access to your email or mobile device will be able to view the contents of these alerts.