

Bill Pay

Mobile Branch

Mobile Remote Deposit Capture

Taleris Audio Account Access

MasterMoney™ Debit Card

TCU24 ATM Card

Member Balance GuardianSM

Electronic Signature

Electronic Statement, Disclosure & Notice

ELECTRONIC SERVICES

TALERIS CREDIT UNION

Agreements & Disclosures

Information contained herein is as of May 2021. Current updates are available on the Taleris website: www.taleriscu.org or by calling Member Services at 216.739.2300 or 800.828.6446 toll free. Accessibility Statement: It is our intention to make the Taleris website as accessible as possible to all our members, regardless of any physical limitations they may have. If you are using a screen reader, and have any problems using our website, please call 216.739.2335, or email: accessible@taleriscu.org for assistance. Each page of the website includes toggles to increase screen contrast and text size. Pressing the tab key will allow users to skip to content, or skip to a menu that can be tabbed through to access pages directly. We welcome any comments or suggestions that will help our website be more accessible to any member who wishes to use it.



INTERNET AND ELECTRONIC ACCOUNT ACCESS AGREEMENTS & DISCLOSURES

Accessibility Statement: It is our intention to make the Taleris website as accessible as possible to all our members, regardless of any physical limitations they may have. If you are using a screen reader, and have any problems using our website, email accessible@taleriscu.org for assistance. Each page of the website includes toggles to increase screen contrast and text size. Pressing the tab key will allow users to skip to content, or skip to a menu that can be tabbed through to access pages directly. We welcome any comments or suggestions that will help our website be more accessible to any member who wishes to use it.

ELECTRONIC SIGNATURE (E-SIGN) ELECTRONIC FUNDS TRANSFER SERVICES (EFTS)

The following agreements and disclosures are required by Federal Law and outline the rights and responsibilities of Taleris Credit Union, Inc. (TCU) and you the Depositor/ Member regarding your Electronic Signature (E-SIGN) Funds Transfer Services (EFTS). EFTS include Direct Deposit, use of your TCU24 ATM card, TCU MasterMoney™ debit card, Bill Payment as well as Audio Account Access, Teller24e (Personal Computer "PC" access), Mobile Banking (mobile device access) and other similar "electronic access". See Section III I.a below for computer hardware and software requirements.

In this Agreement, "TCU," "we," "us," or "our" means Taleris Credit Union, Inc. now and in the future "Depositor," "Member," "you" or "your" means the person for whom this electronic signature is recorded and/or in whose name the TCU24 ATM card, TCU MasterMoney™ debit card or other electronic account access is issued or authorized. The TCU24 ATM card and TCU MasterMoney™ debit card are referred to as the "card" or "cards". Line of credit means your MOD (Money On Demand) credit line. "Payee" means anyone, including TCU, you designate as a Payee for Bill Pay. Access to your account(s) through "other electronic means" includes your electronic signature, Teller 24e, Bill Pay and Mobile Banking and is referred to as "electronic access".

By providing an electronic signature, you consent and agree that by selecting an item, button, or similar act/action while using any electronic service we offer: or in accessing or making any transactions concerning any document, agreement, acknowledgement, consent, term disclosure or condition constitutes your signature, acceptance and agreement as is actually signed by you in writing and is legally binding. You understand and agree that your E-Signature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you. You are responsible for maintaining the information necessary for TCU to electronically contact you directly. You have the right to receive a record in paper or non-electric form (Refer to Schedule of Service Charges). You may withdraw your consent for using an electronic signature to apply for a membership/account or service by terminating the application process. Once the membership/account or service is established, you may terminate this agreement by written notice to TCU, however you are obligated for any transactions in process at the time such termination notice is received by TCU. TCU reserves the right to designate specific transactions.

You are required to have a password for service and accept, agree to and be bound by all of the applicable terms, conditions, agreements and disclosures for the accounts and services provided by TCU.

Use of the card(s), Bill Pay or any other electronic access is also subject to the terms and conditions of the agreement(s), disclosures and other documents in effect from time to time governing you're Checking, Savings or Loan Account(s) collectively called "Accounts", to which there is electronic access.

You are solely responsible for controlling the safekeeping of and access to, your log in ID and password for Teller 24e, Mobile Banking and Bill Pay. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify TCU and arrange to change your log in ID and password.

Each person who requests, receives, signs, uses or authorizes another to use a card, PIN (Personal Identification Number) or password for electronic access hereby accepts liability for all transactions made and agrees the terms and conditions set forth in this Internet and Electronic Account Access Agreement & Disclosure:

I. ELECTRONIC STATEMENT, DISCLOSURE AND NOTICE AUTHORIZATION

You may receive the delivery of electronic statements, consumer disclosures and notices electronically or in paper form, but not both.

You have the option of having the electronic delivery and receipt of all consumer disclosures, notices, and statements provided to you in electronic form and accessible via Teller 24e. This consent to receive electronic disclosures applies to all consumer disclosures, notices and statements provided to you by Taleris Credit Union, Inc. (TCU). In order to consent to the electronic delivery and receipt of consumer disclosures, notices, statements and any other documents that would otherwise be provided to you in paper form, you will need the hardware and software listed in III B I a, below. You understand that by electing to receive the statements, consumer disclosures and notices electronically, TCU will discontinue delivery of your paper statement, via U.S. mail after the second month that the statement is available via Teller 24e.com. You must inform TCU of any changes to your email address.

You also understand that you have the option to receive the aforementioned documents (consumer disclosures, notices and statements) in paper form if you so choose, and you may withdraw consent to receive electronic documents at any time. Please refer to the TCU Schedule of Service Charges at taleriscu.org for any fees associated with receiving these documents in paper form.

If you withdraw your consent for electronic delivery, consumer disclosures, notices and statements will be provided to you in paper form.

To withdraw your consent for electronic delivery, change your e-mail address with TCU, or to request paper copies of electronic consumer disclosures, notices and statements, please e-mail support@taleris.cu.org. Refer to the TCU Schedule of Service Charges at taleriscu.org for any fees associated with receiving these documents or copies of these documents, in paper form. If you have any questions regarding these options, contact Member Services at info@taleriscu.org or by calling 216.739.2300 or 800.828.6446.

II. CARD ACCESS

When you receive your card and PIN (Personal Identification Number) you may use the account(s) tied to your ATM card to conduct ATM transactions and with a Debit Card You may conduct ATM transactions and Point of Sale Transactions.

A. ATM Transactions. You may use your card and PIN to access your accounts related to your card at any STAR®, Co-Op, CU24, CIRRUS® or MAESTRO® ATM locations.

I. You may use your card and PIN to perform the following types of transactions:

- a. Withdraw cash from Checking, or Savings
- b. Make deposits
- c. Transfer funds between your Checking and Savings Accounts
- d. Obtain a cash advance on your MOD (Money on Demand) line-of-credit
- e. Get your balance on a Checking, Savings or MOD Account.

Your ability to perform the transactions set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM may not perform or permit all of the above transactions. Transactions at non-TCU owned ATMs may be subject to a surcharge.

B. Point-of-Sale Transactions. (Debit Card). You may use your Debit Card to purchase goods and services from merchants who have agreed to accept the card as a means of payment. Purchases made with your card are referred to as "Point-of-Sale" (POS) transactions and will be charged against your Checking Account (See X Fees and Charges for related exchange and fee rate information).

I. The TCU MasterMoney™ debit card can be used for most Point-of-Sale transactions at most merchant locations where you see the STAR® Co-op, CU24 or CIRRUS®/MAESTRO® logos displayed. This type of transaction requires the PIN be entered and withdraws from your Checking Account immediately.

NOTE: The TCU MasterMoney™ debit card can also be used for transactions, wherever you see the MasterCard® logo. This transaction may require your signature and will be charged to your Checking Account.

C. Daily Dollar Limits. The ATM cash withdrawal limits are separate from the Point-of-Sale (POS) limits approved for you.

1. Cash Withdrawal. The TCU24 ATM card and TCU MasterMoney™ debit card may be used to withdraw cash from an ATM machine up to your limit or the available balance of your account, whichever is less. Daily cash withdrawal limits are established on a case by case basis, generally up to \$250.00 (may be subject to exception).
2. Point of Sale. The TCU24 ATM card and TCU MasterMoney™ debit card may be used to conduct Point-of-Sale (POS) transactions up to your limit or the available balance of your account, whichever is less. POS transaction limits are established on a case by case basis, generally up to \$1,000.00.

III. AUDIO ACCOUNT ACCESS, TELLER 24E ACCESS, BILL PAY, MOBILE BANKING AND OTHER ELECTRONIC ACCOUNT ACCESS

Audio Account Access, Teller 24e, Bill Pay, Mobile Banking and other electronic access are generally accessible 24 hours a day, seven days a week, except for reasonable periods on a daily basis for system maintenance.

We are not liable for any failure to provide access to Teller 24e or Mobile Banking. We may modify, suspend, or terminate access to Teller 24e or Mobile Banking at any time and for any reason without notice.

It is your responsibility to record all transactions conducted using Audio Account Access, Teller 24e, Bill Pay, Mobile Banking or any other electronic account access. We will not mail printed receipts for transactions conducted through Teller 24e Audio Account Access, or Mobile Banking except for check withdrawals.

You may terminate future use of Audio Account Access, Teller 24e, Bill Pay, Mobile Banking or any other electronic access at any time and terminate this Agreement. However, you are obligated for transactions that are in process at the time such termination notice is received by us. (See XIV, Termination).

By using Audio Account Access, Teller 24e, Bill Pay, Mobile Banking or any other electronic account access, you and any person you authorize to use your access agree to abide by the terms and conditions of this Internet and Electronic Account Access Agreement.

A. Audio Account Access. You may use your telephone to access your accounts.

B. Teller 24e Internet Access. Teller24e is account access by means of an electronic device (for example a Personal Computer or mobile device), is accessed through the website of Taleris Credit Union, Inc. and is a requirement for Bill Pay and Mobile Banking.

1. Internet and electronic access require:

Setup and Use of Teller 24e. In order to use Teller 24e, you must have at least one account with us. Your account(s) must be in good standing and remain in good standing with TCU "Good standing" as defined here is having at least par value (\$5.00) in a Share Account, having never caused a loss to the credit union, and not delinquent on the credit or savings side. To access Teller 24e, you must establish a User Name and Password. Your User Name must be 8 to 15 characters, begin with a letter and utilize only letters and numbers (no special characters). Your password must be 8 to 20 characters long and contain at least one number and one letter. You must keep the password in a secure location. Any person having access to your password will be able to access Teller 24e and perform all transactions, including reviewing account information and making transfers to other accounts and to other persons.

- a. Computer Software and Hardware Requirements. Teller24e: In order to access your account information and use other TCU products online, you must have an electronic device such as mobile device or personal computer (PC) a Microsoft Operating System, mobile software applications, Microsoft Internet Explorer (IE) mobile device and/or Firefox and have an internet connection. Any fees you may encounter through your internet or mobile device connectivity carrier service provider through the use of Teller24e are your responsibility.
 - b. Must be using Internet Explorer (IE) Browser version 7.0 or above or FireFox browser 3.6.12 or better.
2. Disclaimer of Liability. You are responsible for the correct set-up and installation of a Web browser or related software to gain Internet access to and use of Teller24e. You agree that neither we nor any of our service providers shall be liable for any loss or damages (whether direct, indirect, special or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by us, the hardware or software or a system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to access and/or operate teller 24e.
 3. Disclaimer of Warranties. Warranties of Fitness and Merchantability – TELLER 24e IS PROVIDED WITHOUT WARRANTY OF ANY KIND ON AN "AS IS" BASIS. YOU ASSUME ANY RISK IN USING TELLER 24e. NO GUARANTEES OR WARRANTIES OR REPRESENTATIONS ARE MADE REGARDING THE CORRECTNESS, ACCURACY, OR RELIABILITY CONCERNING YOUR USE OF TELLER 24e.
 4. Computer-Related Warranties. Neither we, nor any of our subsidiaries, nor any information provider is liable for any computer virus or software-related problems that may be attributable to services provided in connection with Teller 24e.
 5. Privacy Policy. Please Refer to Online Privacy Policy XIX and Privacy Notice

C. Bill Pay Services. You may use TCU bill paying service, Bill Pay, to direct TCU to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient for all bill payments requested, as well as, any other payment obligations you have to TCU. The funds must be available on the scheduled date of payment. TCU reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.

If you do not have sufficient funds in the account and TCU has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree TCU, at its option, may charge any of your accounts with TCU to cover such payment obligations. TCU reserves the right to change the cutoff time. You will receive notice if changes occur.

1. How to Set up Payees/Payments
 - a. To add a new payee "You" must have a TCU Checking Account, Teller24e access and supply your e-mail address.
 - b. To add a New Payee, select the "Payee" tab located in your Bill Pay application or speak to a Customer Service Representative (available Monday – Friday, 7:30 A.M. – 2:30 A.M. Eastern Standard Time at: 888.812.2420).
 - c. To add a new fixed payment to a "Payee" access the service and enter the required information. Most other additions, deletions, or changes can be made in writing or by using the service.
2. TCU reserves the right to request that you deactivate a "Payee" for any reason
3. You may pay any "Payee" within the United States, including U.S. territories and APOs (Army Post Office).
4. TCU is not responsible for payments that cannot be made due to incomplete, incorrect or outdated information. (Also see IX Our Liability for Failure to Make Transactions).

5. The Bill Paying Process

- a. Single Payments – a single payment will be processed on the business day (generally Monday – Friday, except federal holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cutoff time on that date.
 - The daily cutoff time, which is determined by TCU, is currently 2:00 P.M. Eastern Standard Time, Monday through Friday.
- b. A single payment submitted after the cutoff time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and federal holidays) as the payment's process date, you will be prompted to choose to have it paid on the business day prior to or the business day after the non-business date.

Recurring Payments – When a recurring payment is processed it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (weekends and federal holidays) it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

NOTE: If your frequency settings for the recurring payment specify the 29th, 30th or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

- c. Single and Recurring Payments – The system will calculate the Estimated Arrival Date of your payment. This is only an estimate. Please allow ample time for your payments to reach your "Payees." Liability – You are solely responsible for controlling the safekeeping of and access to, your log in ID and password for Teller 24e and Bill Pay.
 - TCU is not responsible for your acts or omissions or those of any other person, including without limitation, any transmission or communications facility, and no such party shall be deemed to be TCU's agent.
 - TCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if TCU has knowledge of the possibility of them.
- d. Termination – You may terminate this agreement by written notice to TCU, however you are obligated for transactions that are in process at the time such termination notice is received by TCU.

D. Mobile Banking (Mobile Branch). You may use an electronic device (Internet browser enabled mobile device or smart phone) to access your account. Mobile Banking requires Online Banking (Teller 24e) access. See Teller 24e Internet Access above.

1. You will be responsible for all data charges on your device (please check with your mobile provider).
2. You will be responsible for the security and security settings of your device. TCU is not responsible for any un-authorized account access through your device.
3. You understand that Mobile Banking may not be accessible or have limited utility over some mobile telephone networks, such as while roaming.
4. You agree that you are subject to the terms and agreements of all your existing agreements with us or any service providers of yours.
5. You understand that financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current.
6. TCU does not support mobile/cell phone devices and is not responsible for any errors or failures from any malfunction of your mobile device, cell phone, or software
7. TCU is also not responsible for any virus or related problems that may be associated with the use of an online system.
8. Access application software for some mobile devices (iPhone, droid) is provided via download from the internet.

E. Transactions/Services. You may use Audio Account Access, Teller 24e and Mobile Banking to access services and conduct transactions on your accounts. These activities are limited to the extent noted herein and in the Account Agreements governing your various Accounts. Daily dollar limits are subject to available funds. In accordance with Federal Regulations, TCU restricts member use of TCU accounts for the purpose of illegal Internet gambling. Attempted transactions will be blocked, and repeated attempts may result in account closure.

1. Balance Inquires – All related Savings, Checking, Certificates, IRA, and Loans
2. Transfer Funds – Between related accounts and to other accounts that you authorize
3. History – Recent transactions on all of your accounts except VISA
4. Withdrawals by Check – Savings, Checking, Loan advance from your MOD account
5. Checking – Stop payment (see E below), Reorder Checks, Request Check Copy
6. Loan Information
7. Loan Application
8. Bill Pay Services
9. E-Statements
10. Download History for Quicken and Microsoft Money financial programs (PC Access only)

Refer to current "Schedule of Service Charges" for fees related to transaction requests.

F. Stop Payment Request.

1. Personal Check. You may request a stop payment be placed on a personal check 24 hours a day, seven days a week, either online, using Teller 24e or by telephone using Audio Account Access. A stop payment may also be requested in person (check current lobby hours) or by calling Member Services during business hours, Monday – Friday 8:00 A.M - 4:00 P.M. EST at 216.739.2300 or 800.828.6446.
 - a. The stop payment will be effective if we receive it in time to act upon it and you provide the account number, check number and exact dollar amount. If you give us inaccurate information or if the stop payment order is not received in time for us to act, upon it we will not be liable to you or any other party for failing to stop payment.
 - b. A stop payment request made online, by using Audio Account Access, or an oral stop payment request will expire in 14 days unless confirmed in writing within that time. The written stop payment order must be completed in its entirety including date, signature, account number, check number, reason for the stop and the exact dollar amount. A written stop payment order is in effect for 6 months.
 - c. By requesting a stop payment order, you agree to indemnify us and hold us harmless for all costs, including attorney fees, damages or claims related to our refusing to pay an item. Refer to current "Schedule of Services Charges" for Stop Payment charge.
2. Bill Pay. You may change or cancel a scheduled one-time or recurring payment (a recurring payment is a payment we make regularly and automatically), any time prior to the cut-off time (currently 2:00 P.M. Eastern Standard Time Monday through Friday) on the scheduled process date by logging on to Bill Pay and making your changes.
3. ACH. If the ACH charge to your "Funding Account" is rejected or returned because you have instructed us to stop a recurring payment, you will be charged an ACH Return Item Fee. Refer to current "Schedule of Service Charges" for ACH Return Item Fee.

G. Mobile Remote Deposit Capture (RDC). Taleris Credit Union's Mobile Deposit is the service that allows members to deposit checks into eligible checking and savings accounts from remote locations using their mobile device. To utilize Mobile Deposit you must be enrolled in Taleris Credit Union's Online Services (Teller 24e), and have the Taleris Credit Union Mobile App installed on your personal mobile device. By enrolling in this service you are accepting all the terms and conditions of this agreement. "You" and "your" mean the person using Mobile Deposit. "Our," "us," and "we" mean Taleris Credit Union.

1. **Use of Service.** Mobile Deposit will not work unless it is used properly. You accept responsibility for making sure that you know how to use Mobile Deposit. You agree to use this service in accordance with the instructions posted at www.taleriscu.org. You also accept responsibility for making sure that you know how to properly use your mobile device. In the event that we change or upgrade Mobile Deposit, you are responsible for making sure you upgrade the software on your personal mobile device. We will not be liable for any losses caused by your failure to properly use Mobile Deposit or your personal mobile device.
2. **Other Agreements.** You agree that when you use Taleris Credit Union's Online Services, you remain subject to the terms and conditions of your existing Agreements with Taleris Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to your mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Taleris Credit Union's Online Services (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any account accessed through this service is also subject to the account agreements and disclosures provided at the time of account opening. You should review disclosures carefully as they may include transaction limitations or fees which may apply to use of Taleris Credit Union's Online Services.
3. **Hardware and Software.** In order to use the service you must maintain, at your own expense, compatible hardware and software as specified by the credit union (section III 1a). Taleris Credit Union is not responsible for any third party software you may need to use the service. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
4. **Limitations on Service.** When using the remote deposit capture service, you may experience technical or other difficulties. Taleris Credit Union cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. This service has qualification requirements and we reserve the right to change the qualifications at any time without prior notice. Further, we reserve the right to change, suspend, or discontinue this service, in whole or in part, or your use of this service, in whole or in part, immediately and at any time without prior notice.
5. **Eligibility.** To be eligible for Mobile Remote Deposit Capture you must meet the following requirements at the credit union:
 - a. Enrolled in the Online banking service (teller 24e) with Taleris Credit Union.
 - b. At least 18 years of age.
 - c. Have a Taleris Checking account.
 - d. No history of overdrafts. Overdraft history is defined by having three (3) or more overdrafts in a months' time.
 - e. No history of delinquency on loan accounts over a thirty (30) day period.
 - f. No history of returned check items that were deposited and returned.
 - g. No charged-off share, share draft, or loan accounts.

NOTE: Termination of these services or abuse/misuse of the remote deposit capture service may result in the removal of mobile access by the credit union.

6. **Ineligible Accounts.** The credit union does not allow Mobile Remote Deposit Capture for the following account types:
 - a. Federal Fiduciary Accounts
 - b. Representative Payee Accounts
 - c. Estate Accounts
 - d. Guardianship Accounts
 - e. Trust Accounts
 - f. Individual Retirement Accounts
 - g. Share Certificates Loans
7. **Eligible Items.** Each image must provide all the information on the front and back of the original check as presented to you by the drawer, including, but not limited to information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), required identification written on the front of the original check, and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association, or the image may not be accepted. The image transmitted to Taleris Credit Union must be legible and contain images of the front and the back of the check. If we determine, in our sole discretion, that any image quality does not comply with the requirements as set forth above, we may choose not to accept the item, return it to you, and charge your account for the amount of the item. Any loss we or you incur from a delay or processing error resulting from a failure to meet these standards will be your responsibility
8. **You Agree.** You agree that you will not submit any of the following types of checks or other items which shall be considered ineligible items:
 - a. Checks made payable to any person other than the person that owns the account that the check is being deposited into.
 - b. Checks containing alterations or any item of which you know or suspect, or should know or suspect, fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
 - c. Checks payable jointly, unless deposited into an account in the name of all payees and have endorsements of all payees
 - d. Third party checks (e.g., a check payable to someone else, endorsed and signed over to you).
 - e. Checks previously negotiated
 - f. Duplicate items
 - g. Checks previously converted to a substitute check, as defined in the Board of Governors of the Federal Reserve Regulation CC
 - h. Checks drawn on financial institutions located outside the U.S. and/or checks not payable in U.S. Currency
 - i. Checks that are remotely created, as defined in the Board of Governors of the Federal Reserve Regulation CC
 - j. Checks marked non-negotiable
 - k. Checks dated more than 3 months prior to the date of deposit
 - l. Checks that are post-dated
 - m. Checks that require an authorization (ex: COMCHECKS)
 - n. Savings bonds, money orders, travelers checks, or demand drafts
 - o. Checks that are drawn on your account at Taleris Credit Union
 - p. Checks made payable to "Cash"
 - q. Checks that are incomplete
 - r. Checks that are not properly endorsed, as described in this Agreement.
 - s. Checks that are in violation of any federal or state law, rule, or regulation
 - t. Check or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
9. **Endorsement Requirements.** You agree to endorse all items with your signature and the words "For Mobile Deposit Only to Taleris Credit Union". Any mobile deposits received without this endorsement will be rejected. If the check is made payable to you OR your joint owner, either of you may endorse the check. If the check is made payable to you AND your joint owner, both of you MUST endorse the check. Taleris Credit Union reserves the right to reject any item that is not properly endorsed.
10. **Receipt of Deposit.** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your

account. We further reserve the right to charge your account at any time for the amount of any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of TCU charging your account for the amount of an ineligible item.

11. Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
12. Availability of Funds. You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of the Board of Governors of the Federal Reserve Regulation CC, therefore longer holds may apply. You understand that for the purpose of deposit using this service, the place of deposit is Independence, Ohio. In general, if an image of an item you transmit is received AND ACCEPTED before 3:00 p.m. EST, Monday through Friday, we will consider that the day of deposit. Otherwise, we will consider the deposit was made on the next business day that we are open. Generally, funds will be made available within two (2) business days from the date of deposit.
13. Check Retention. Once the Mobile Deposit has been credited to your account, you must securely store the original check for sixty (60) calendar days. After sixty (60) calendar days, you agree to destroy the original check by marking it "VOID" and disposing of it in a way that will prevent it from being re-presented for payment. From time to time we may request that you provide us the original check. You must make the original check available to us, at your expense, within ten (10) calendar days. If we do not receive the requested item within the time allotted, we reserve the right to reverse the deposit from your account.
14. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits (and may change the limits at any time). If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
15. Errors. You agree to notify Taleris Credit Union of any suspected errors regarding items deposited through the Mobile Deposit right away, and in no event later than sixty (60) days after the applicable account statement is sent. Unless you notify Taleris Credit Union within sixty (60) days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against Taleris Credit Union for such alleged error. You may notify us at:

Taleris Credit Union
P.O. Box 318072
Cleveland, OH 44131-8072
216-739-2300
16. Fees and Charges. The fees and charges for your use of the Service are payable as applicable, as set forth in the fee schedule provided to you from time to time by the Credit Union in connection with the Service, and all other fees and charges as may be agreed upon from time to time by you and Taleris Credit Union. Refer to current "Schedule of Service Charges" for a list of fees that may be applicable. You authorize Taleris Credit Union to debit any fees and charges for the Service from any of your accounts, on or after the date such fees and charges are payable, even if such debit causes an overdraft on the account. If the account does not contain sufficient funds to pay such fees and charges on the date they are payable, then Taleris Credit Union may, in its sole discretion, immediately terminate your access to the Service without prior notice. Should you fail or refuse to pay any fees or charges under this Agreement, you agree to pay all collection costs (including reasonable attorney's fees) that may be incurred by Taleris Credit Union in connection therewith.
17. Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.
18. Acceptance of these Terms. Your use of Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via mail, e-mail, text message, or on our website by providing a link to the revised Agreement, or by an online secure message. Further, Taleris Credit Union reserves the right, at its sole discretion, to change, modify, add, or remove portions of service from Mobile Deposit. Your continued use of the Services will indicate your consent to be bound by the Revised Agreement.
19. Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession, and your records relating to such items and transmissions.
20. Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use Mobile Deposit for any unauthorized or illegal purposes, or you use Mobile Deposit in a manner inconsistent with the terms of your Member Services Agreement or any other agreement with us.
21. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected, and shall continue to be valid and enforceable to the fullest extent as permitted by law.
22. Ownership & License. You agree that Taleris Credit Union retains all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (1) in any anti-competitive manner, (2) for any purpose which would be contrary to Taleris Credit Union's business interest, or (3) for actual or potential economic disadvantage to Taleris Credit Union in any aspect.
23. Account Ownership/Accurate Information. You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via Taleris Credit Union's Online Services. You represent and agree that all information you provide to us in connection with Taleris Credit Union Online Services and any associated features and services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using Mobile Deposit. You agree not to misrepresent your identity. You represent that you are an authorized user of the mobile device you will use to access Taleris Credit Union's Online Services.
24. User Security. You agree to take precautions to ensure the safety, security, and integrity of your account and transactions while using Taleris Credit Union's Online Services. You agree not to leave your device unattended while logged in, and to immediately log off at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your device, login, or other means to access Taleris Credit Union's Online Services, you are fully and wholly responsible for any transactions they may authorize, and we will not be liable to you for any damages.
25. User Warranties. You warrant to Taleris Credit Union that:
 - a. You will only transmit eligible items that are properly endorsed.
 - b. Images will meet the image quality standards.
 - c. You will not transmit duplicate items.

- d. You will not deposit or represent the original item.
 - e. All information you provide to Taleris Credit Union is accurate and true.
 - f. You will comply with this Agreement and all applicable rules, laws and regulations.
 - g. You are not aware of any factor which may impair the collectability of the item.
26. **Indemnification.** You understand and agree that you are required to indemnify Taleris Credit Union (as well as your Shareholders, directors, officers, employees, agents and independent contractors, all collectively referred to herein as "Indemnified Parties") and to hold the Indemnified Parties harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from (a) your use of the Mobile Remote Deposit Capture Agreement, (b) your breach of any representation, warranty or covenant made under this Agreement or your noncompliance with any requirement applicable to you under this Agreement, (c) Your action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed to be you or a joint owner of the Account, (d) your failure to report required changes regarding your Account or your transmission to you of incorrect information regarding the Account or (e) your breach of applicable law. You understand and agree that, in addition to (and not in replacement of your indemnification of the Indemnified Parties) You are required to indemnify your technology partners and/or third parties and hold harmless their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to you making the Services unavailable to the Credit Union or to its use of the Services by Third Party Applications, unless such claim directly results from an action or omission made by a Third Party in bad faith.
27. **Limitation of Liability.** YOU AGREE THAT TALERIS CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
28. **Disclaimer of Warranties.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

IV. LIMITATIONS ON DOLLAR AMOUNTS OF WITHDRAWALS

- A. Checking Accounts** - there are no limitations on the number of times and dollar amounts you may deposit to or transfer between your accounts accessed through your TCU24 ATM card, TCU MasterMoney™ debit card or other electronic access. You may withdraw any amount up to your available balance however, when using your TCU24 ATM card and TCU MasterMoney™ debit card you cannot withdraw more than the limit granted with that card.
- B. Savings Accounts** - During any statement period, you may not make more than six withdrawals or transfers to another TCU account or to a third party by means of a preauthorized or automatic transfer, online banking, telephone order or instruction. If you exceed the transfer limitations, set forth above in any calendar month/statement period your account may be subject to closure by TCU.
- C. Bill Pay** - We may refuse to permit to pay any single bill payment amount exceeding \$9,999.99 or otherwise via Bill Pay if we reasonably believe such refusal is necessary or advisable for security reasons.

V. CASH ADVANCES

You assume responsibility for all transactions arising from authorized use of the card whereby cash advances are made from your line-of-credit by way of a terminal or electronic access and further agree to repay all such amounts. All uses of the card to obtain cash advances of any type or to utilize your credit privileges related to your line -of- credit shall also be subject to all the terms and conditions of all other agreements and disclosure statements whereby we have agreed to grant credit privileges to you.

VI. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Tell us at once if you believe your card, PIN or electronic access code has been lost, stolen or acquired. Telephoning (see VII. Telephone Number) is the best way of keeping your possible losses down. If you believe your card, PIN or access code has been lost, stolen or acquired and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone accesses your account without your permission. There may be some charges associated with blocking the card or your electronic access.

If you do not tell us within 2 business days after you learn of the loss or theft of your card, PIN or access code and we can prove we could have stopped someone from using your card at a terminal or accessing your account through electronic access without your permission if you had told us, you can lose as much as \$500.00.

Contact us immediately if your account statement shows transfers that you did not make. If you do not tell us within 60 days after the statement containing the transfers was mailed to you, the money you lost may not be replaced, if we can prove that we could have stopped someone from taking the money had you told us in time. See XVII. Error Resolution for additional information.

VII. TELEPHONE NUMBER

If you believe your card, PIN, or access code has been lost, stolen, or acquired or that someone has transferred or may transfer money from your account without your permission call:

- A.** STAR® for TCU24 ATM cards and MasterMoney™ debit cards (available 24 hours a day, 7 days a week) – 800.523.4175
- B.** Bill Pay Service Representatives are available Monday thru Friday 7:30 AM to 2:30 AM EST– 888.812.2420
- C.** TCU Member Services Department for other electronic access and additional services (available during business hours Monday – Friday 8:00 - 4:00 EST, Holidays are not included) – 216.739.2300 or 800.828.6446.

VIII. BUSINESS DAYS

TCU business days are Main Office Administrative hours, Monday through Friday from 8:00 AM to 4:00 PM Eastern Standard Time. Holidays are not included.

IX. OUR LIABILITY FOR FAILURE TO MAKE TRANSACTIONS

- A.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages however, there are some exceptions.
- I.** We will not be liable, for instance if:
- a. Through no fault of ours, you do not have enough available funds in your account to complete the transaction.
 - b. The transaction would go over the credit limit established on your line of credit account.
 - c. The terminal where you are making the transaction does not have enough cash.
 - d. The terminal or the system was not working properly and you knew about the breakdown when you started the transaction.
 - e. Any act, failure to act or delay in acting is caused in whole or in part, by any cause beyond TCU's reasonable control for example system failure, power failure, natural disaster acts of God or otherwise.

- f. Your account has been closed or credit privileges have been terminated.
 - g. The card being used has been reported lost or stolen.
 - h. The transaction would exceed the limitations on dollar amounts of withdrawals (see IV. Limitations on Dollar Amounts of Withdrawals)
 - i. If you did not properly follow instructions for making a bill payment, if your bill payment request contained errors or is a duplicate of another bill payment or if you fail to promptly notify TCU after you learn that you have not received credit from a "Payee" for a bill payment.
2. TCU is not responsible for your acts or omissions or those of any other person, including without limitation, any transmission or communications facility, and no such party shall be deemed to be TCU's agent.
 3. In any event, TCU will not be liable for any social, consequential, incidental or punitive losses, damages or expenses in connection with this agreement or the service, even if TCU has knowledge of the possibility of them
 4. There may be other exceptions stated in our other agreements with you.

X. FEES AND CHARGES

- A. ATM, Point-of-Sale, and MasterMoney™ Transactions.** For charges on ATM transactions, refer to the current "Schedule of Service Charges."
- B. ATM (not owned by TCU) Fees.** When you use an ATM not owned by TCU, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. For a list of surcharge free ATM locations, please visit the ATM Locations section of our website, call Member Services (216.739.2300 or 800.828.6446), visit our branch, or call 888.SITE CO-OP to access a voice ATM Locator.
- C. Foreign Exchange Transaction Fee.** Refer to current "Schedule of Service Charges" for the MasterMoney™ Debit Card Cross Boarder Assessment Fee and Currency Conversion Assessment (CCA) Fee.
- D. Audio Account Access.** The basic functions of Audio Account Access are free. Refer to current "Schedule of Service Charges" for a list of fees that may be applicable.
- E. Teller24e.** Refer to current "Schedule of Service Charges" for a list of fees that may be applicable. Any fee you may encounter from your Internet service provider through the use of Teller 24e is your responsibility.
- F. Bill Payment Fees.** Refer to current "Schedule of Service Charges" for a list of fees that may be applicable.
- G. Mobile Banking/Mobile Remote Deposit Capture.** Refer to current "Schedule of Service Charges" for a list of fees that may be applicable. Any fee you may encounter from your Mobile Device service provider through the use of Mobile Banking is your responsibility.
- H. ACH.** Refer to current "Schedule of Service Charges" for a list of fees that may be applicable.

XI. TRANSACTION RECORDS

- A. POS or ATM Terminal.** You should receive a receipt at the time you complete a transaction in excess of \$15.00 at a POS or an ATM terminal. You may be given a choice as to whether you want the receipt printed or not except for withdrawal transactions in the form of a check request; the check stub serves as a record of the transaction.
- B. Teller 24e.** It is your responsibility to record all transactions conducted. We will not mail printed receipts for transactions conducted.
- C. Audio Account Access.** It is your responsibility to record all transactions conducted. We will only mail receipts for withdrawal transactions in the form of a check request; the check stub serves as a record of the transaction.

XII. PERIODIC STATEMENTS

You will receive a statement at least quarterly. These statements may be delivered electronically at your request (see I A Electronic Statement, Disclosure and Notice Authorization). You may receive a monthly statement if you have a checking account or have other qualifying activity on your account. Refer to current "Schedule of Service Charges" for Paper Statement Fee.

XIII. CHANGING THIS AGREEMENT

We have the right to change this agreement from time to time. The notice will be effective upon notice to you, or any other stated effective date. The notice will be mailed to you at your last known address shown on your record. We will notify you at least 21 days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in TCU24 ATM card, TCU MasterMoney™ debit card, Audio Account Access, or Teller24e transactions.

We do not have to notify you in advance however, if the change is necessary for security reasons or if you violate any of the terms as set forth in this agreement. Notice to one account holder shall be considered notice to all holders of the account.

For Bill Pay: We have the right to change this agreement at any time by notice mailed to you at the last address shown for the account on TCU's records, by posting notice in TCU locations, on the TCU website or otherwise as permitted by law.

XIV. TERMINATION

- A. Card Access:** The card(s) are the property of Taleris Credit Union, Inc. and may be cancelled and its privileges revoked at any time without notice to you if you violate any of the terms set forth in this or any of TCU's agreements. You shall return the card(s) to us upon demand, or it may be repossessed by our agent or us at any time.
You may surrender the card(s) and terminate this agreement as to future use of the card(s) at any time. However, you are obligated for transactions that are in process at the time such termination notice is received by us.
- B. Electronic Access:** may be cancelled and the privileges revoked at any time without prior notice to you if you violate any of the terms set forth in this or any of TCU's agreements. You may terminate the future use of electronic access at any time and terminate this agreement. However you are obligated, for transactions that are in process at the time such termination notice is received by us.
- C. Bill Pay:** Requires written notice to TCU. You may terminate this agreement by written notice to TCU. However, you are obligated for transactions that are in process at the time such termination notice is received by TCU and we have had a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by TCU on your behalf.

XV. REFUSAL OF THE CARD

Neither we nor any other financial institution or business will be liable to you for failure to honor your card.

XVI. FOREIGN TRANSACTIONS

Foreign currency transactions will be converted to U.S. dollars under the then current application rules of MasterCard® International. ATM transactions in foreign countries will be issued in the country's legal tender currency using current exchange rates. Either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard® and that government-mandated exchange rate or wholesale exchange rate MasterCard® uses for a particular transaction is the rate MasterCard® selects for the applicable currency on the day the transaction is processed, which may differ from the date the transaction occurred or when it is posted to your account.

XVII. ERROR RESOLUTION

Telephone us immediately at 216.739.2300 or 800.828.6446 or write: Taleris Credit Union, Inc. PO Box 318072, Cleveland, Ohio 44131-8072 if you think your statement is incorrect or if you need more information about a transfer listed on your statement.

- A. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.
- B. Tell us your name and account number;
- C. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- D. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this we will re-credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

If you tell us orally, we may require that you send us your inquiry in writing within 10 business days. If we do not receive it within 10 business days, we may not re-credit your account on which the problem or error appeared.

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

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

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

XVIII. PURCHASE DISPUTES

You agree to settle all disputes about purchases made using your card with the merchant who honored the card.

XIX. ONLINE PRIVACY POLICY

We Respect and Value Your Privacy. Our Online Privacy Policy describes and applies to the information we collect from you when you visit the Taleris Credit Union (TCU) Website ("website"). The terms "TCU," "we," "our," and "us" in this Privacy Policy refer to Taleris Credit Union, Inc. Our Privacy Policy generally describes how we collect, share, use, and protect your information. If you are a member who has opened an account or obtained a financial product or service from us for personal, family, or household purposes, our privacy notice may apply to you as well and further explains how we may use your information.

A. Information That We Collect. When you visit our website, we receive and collect certain information about you. The information that we receive and collect depends in part on what you do when you visit our website. You may be able to improve your experience on our website when you tell us who you are - for example, by signing up for e-mail or newsletters, applying for products, making inquiries, or requesting further information about a product or service.

Some of the information you may submit is personally identifiable information, but much of it is not. Personally identifiable information is information that identifies a particular person. Examples include your name, phone number, address, and social security number. It is possible to browse our website without actively submitting any personally identifiable information.

We may use this information for a number of purposes, for example, to better service your requests and/or inquiries, monitor website usage and/or performance, improve the member experience of our website, ensure technological compatibility with your computer, protect against fraud or identity theft, or conduct aggregate analyses on usage patterns.

B. Automatically Collected Information. Every time you visit a website, some information is automatically collected from you. For example, this information may include some or all of the following items: your computer's internet protocol (ip) address and/or domain; type and version of internet browser software and operating system you use; date, time and duration of your website access; specific pages, buttons, images, videos, links, or forms that you access while visiting the website; and demographic information concerning the country of origin of your computer and the language(s) used by it.

C. Information Collected Via Cookies and Other Similar Technology. "Cookies" are small text files that are placed on your computer to distinguish you from other visitors to our website.

The use of cookies is a standard practice among websites to collect or track information about your activities while using the website. We or our third party advertising service providers may place cookies or similar files on your hard drive for many of the reasons listed above while visiting our website. Most people do not know that cookies are being placed on their computers when they visit websites because browsers are typically set to accept cookies. You can choose to have your browser warn you every time a cookie is being sent to you or you can choose not to accept cookies. You can also delete cookies from your computer at any time. If you refuse cookies, the functionality of our website may be impacted or become non-functional.

In addition to using cookies, we or our third party advertising service providers may also use similar technologies to track users' interactions with our website. Some of these technologies include web beacons (transparent graphical images placed on a website) and flash objects.

We may use these technologies on our website to verify your identity, remember personal settings including your preferences, to offer you additional options or to enhance your online experience, and to improve our products and services. We may also use them for marketing site personalization, and tracking of online applications and programs and/or track the effectiveness of advertisements for our products and services, referred to as banner ads, that we may place on our Website or other linked and/or partner websites. Cookies used for tracking advertising effectiveness do not collect personally identifiable information. In order to better serve you, some of these technologies allow us the ability to view your past interactions with our website and/or online banking environment for member service, troubleshooting, risk analysis and fraud detection, as well as other related purposes.

D. Information You Choose To Submit. For most of the browsing on our website, we neither require nor collect personally identifiable information. You can browse our website and take as much time as you want to review our services without having to submit such information.

E. E-Mail Communications. Forms of communication such as e-mail, text messaging, our website or other forms of electronic communication are inherently insecure. Please refrain from submitting sensitive personal information (such as account number or social security number) via e-mail or similar method of communication.

When you send an e-mail to us, you are communicating with us electronically and consent to receive reply communications from us or our providers electronically. We may retain the content of the e-mail, your e-mail address, and our response in order to better service your needs or for legal and regulatory reasons.

F. Personal Information on Children. We respect the privacy of your children and encourage all parents to supervise their children's computer usage. We do not knowingly collect or retain personal information from children under the age of thirteen. We advise all visitors to our website under the age of 13 not to disclose or provide any personally identifiable information on our website. To learn more about the Children's Online Privacy Protect Act (COPPA) please visit the Federal Trade Commission's website at www.ftc.gov/privacy/privacy_initiatives/childrens.html.

G. Third Party Websites. Our website may contain links to third party websites. These links and pointers to third party websites are not part of our website. TCU does not make any representations or warranties regarding these third party websites. We are not responsible for any losses or damages in connection with the information, security, privacy practices, availability, content or accuracy of materials of such third party websites. These third party websites might have privacy policies different from us and third party websites may provide less privacy and/or security than our website. We encourage you to review the privacy and security policies of all third party websites before you share any personally identifiable information.

H. Online Security. We maintain security standards that are designed to protect your information as it is transmitted from your computer to our network. This technology is called Secure Socket Layer (SSL). SSL is the leading security protocol for data transfer on the Internet and helps to protect the safety and confidentiality of your online banking information.

I. How to Protect Your Personally Identifiable Information. You have a role in helping us by safeguarding your information from others. You have several options when deciding how you can best protect your personally identifiable information. One option is simply not to volunteer it. The Federal Trade Commission's websites (www.ftc.gov and www.onguardonline.gov) offer useful information about how to protect your personally identifiable information.

- J. Suspicious e-Mail.** We will never e-mail you to request personal account information over the Internet or by any other means. Help protect yourself against online fraud - if you suspect that an unsolicited e-mail is fraudulent, please contact us.
- K. Notice to Persons Accessing the Website Outside the United States.** If you reside outside the U.S., any information you provide to us on our website will be transferred out of your country and into the U.S. If you do not want your personally identifiable information to leave your country, do not provide the information to us. By providing personally identifiable information to us, you explicitly consent to the transfer of your information to the U.S.
- L. Changes to Our Online Privacy Policy.** Please note that we will periodically make changes to our Privacy Policy. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes to it, so we encourage you to visit www.taleriscu.org/privacy often. Your continued use of our website constitutes your acceptance of any amendments to and the most recent versions of this Privacy Policy.
- M. Questions or Comments.** If you have any questions or comments concerning our Privacy Policy please contact us at (800).828-6446, or in writing to: Taleris Credit Union, Inc. • P.O. Box 318072 • Cleveland, Ohio 44131-8072

Also see Privacy Notice.

XX. OTHER PROVISIONS AND GOVERNING LAW.

Neither this agreement nor the use of the card or other electronic access in connection with any instrument shall affect or impair in any manner your obligation with respect to or under any other agreement or instrument endorsed by or drawn on your account.

The authorized use of a card at any terminal location or transfer of funds by means of other electronic access, pursuant to your instruction to withdraw or transfer funds from any individual or joint account with us, shall operate as your consent to withdraw or transfer funds from such account under the terms of the applicable account agreements and all rules and regulations governing such accounts. Any overdrafts created against your account may be paid by charging such amount to any other account.

This Agreement represents our complete agreement with you relating to our Internet and electronic account access. No other statement, oral, or written unless otherwise noted is part of this Agreement.

This agreement shall be governed by the laws of the state of Ohio except to the extent Federal Law is applicable. Any omission or delay by us in exercising our rights hereunder shall not constitute a waiver of those rights. If any part of this Agreement is unenforceable, it will not make any other part unenforceable.

PREAUTHORIZED PAYMENTS – AUTOMATED CLEARING HOUSE (ACH)

- A. Contact Us.** If you have any questions regarding an ACH transaction or to request a stop payment on an ACH transaction contact Member Services 216.739.2300 or 800.828.6446 during business hours (Monday – Friday 8:00 A.M. - 4:00 P.M. EST, Holidays are not included).
- B. Right to stop payment and procedure for doing so require you to put your stop payment request in writing.** Call Member Services (see Contact Us) to request the ACH Stop Payment form. We must receive the completed form 3 business days or more before the payment you wish to stop is scheduled to be made. The ACH Stop Payment Fee must be available for us to charge the account or the stop payment request will not be completed. Refer to current “Schedule of Service Charges” for the ACH Stop Payment Fee amount. If the ACH charge to your “Funding Account” is rejected or returned because you have instructed us to stop a recurring payment, you will be charged an ACH Return Item Fee. Refer to current “Schedule of Service Charges” for ACH Return Item Fee.
- C. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you request to stop a preauthorized payment 3 business days or more before the transfer is scheduled and the Stop Payment Fee is available for us to charge the account, and we do not stop the payment, we will be liable for your actual loss or damages.
- D. Provisional Payment.** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid (you) in the amount of such entry.
- E. Notice Disclosure.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.
- F. Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Ohio as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
- G. Failure to Complete a Preauthorized Transaction.** If we fail to complete a transaction we will be liable for your actual losses or damages with some exceptions:
1. The transaction request contains inaccurate account information.
 2. Through no fault of ours, you do not have enough available funds in your account to complete the transaction.
 3. Your account has been closed or the sub account (for example Checking, Holiday Club, Money Market or others) is not available.
 4. Circumstances beyond our control (for example fire, flood, or power failure) prevent the transaction, despite reasonable precautions that we have taken.
 5. There may be other exceptions stated in our other agreements with you.
- H. Returned.** If your ACH transaction is returned for Non-Sufficient Funds (NSF) you will be charged an ACH Return Item Fee. Refer to current “Schedule of Service Charges”.

MEMBER BALANCE GUARDIANSM PROGRAM

Member Balance Guardian is an overdraft privilege limit that is automatically assigned to your Checking Account after 30 days for overdrafts; however you must complete an “opt-in” request to have overdraft protection on one-time debit card Point of Sale (POS) transactions. An “opt in” may be requested online or by contacting Member Services. You should note that your Member Balance GuardianSM limit will not be reflected in your balance provided by a Member Services Representative, at the ATM, through Taleris Audio Account Access or Teller 24e.

A. Insufficient Balance. An insufficient balance could occur because of the following:

1. The payment of checks, electronic funds transfers or other withdrawal requests;
2. Payments authorized by you;
3. The return of unpaid items deposited by you;
4. The assessment of service charges; or

5. The deposit of items which, according to the Funds Availability Policy of Taleris Credit Union, Inc. (TCU) , are treated as not yet available or finally paid.

B. We are not obligated to pay. TCU is not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your Checking Account in good standing (defined here as making regular deposits and bringing your account to a positive balance at least once every 30 days) and there are no legal orders outstanding, we may approve your reasonable overdrafts as a non-contractual courtesy. You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out.

1. Normally, we will not approve an overdraft for you in excess of the predetermined overdraft limit assigned to your account type. So as not to exceed your limit, you should note that the amount of the overdraft plus the TCU Non-Sufficient Funds (NSF) fee per item will be deducted from the overdraft limit. Refer to current "Schedule of Service Charges" for Overdraft/Non-Sufficient Funds (NSF) Fees).

2. We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you.

3. You will be notified by mail of any NSF items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item.

4. The amount of any overdraft plus the non-sufficient funds handling fee(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft plus our Overdraft/NSF fee(s).

C. Opt Out. You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out.

D. Not an Encouragement to Overdraw. Member Balance GuardianSM should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly.

E. Canceling Overdraft Protection. In the event you would like to have this service removed from your account, you can do so by calling Member Services (See Contact Us).

F. Limitations. Member Balance GuardianSM is a non-contractual courtesy which is available to individually/jointly owned personal accounts in good standing. Taleris Credit Union, Inc. may discontinue this service without prior notice.

G. Member Balance GuardianSM is a service mark of Taleris Credit Union, Inc.

H. Fees. Refer to current "Schedule of Service Charges" for a list of applicable fees

I. Contact Us. To contact Member Services dial 216.739.2300 or 800.828.6446.