

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.

- We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.
- Tell us your name and account number;
- 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
- 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/privacyinitiatives/childrens.html](http://www.ftc.gov/privacy/privacyinitiatives/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](http://www.ftc.gov)/idtheft, and [www.onguardonline.gov](http://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](http://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. • 1250 East Granger Road • 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.** We 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 state-

ments 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:

- The transaction request contains inaccurate account information.
- Through no fault of ours, you do not have enough available funds in your account to complete the transaction.
- Your account has been closed or the sub account (for example Checking, Holiday Club, Money Market or others) is not available.
- Circumstances beyond our control (for example fire, flood, or power failure) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our other agreements with you.
- 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 GUARDIAN<sup>SM</sup> 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 Guardian<sup>SM</sup> 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:

- The payment of checks, electronic funds transfers or other withdrawal requests;
- Payments authorized by you;
- The return of unpaid items deposited by you;
- The assessment of service charges; or
- 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 Services 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 Guardian<sup>SM</sup> should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly.

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

**F. Limitations.** Member Balance Guardian<sup>SM</sup> 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 Guardian<sup>SM</sup>** 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.

## TALERIS CREDIT UNION, INC.

1250 E. Granger Road, Cleveland, Ohio 44131

7435 Broadview Road, Seven Hill, Ohio 44131

Call 216.739.2300 or Toll Free 800.828.6446

[www.taleriscu.org](http://www.taleriscu.org)



AMERICA'S  
CREDIT UNIONS<sup>SM</sup>  
*Where people are worth more than money.™*



EQUAL HOUSING  
OPPORTUNITY



All accounts are insured to \$250,000 by ASI (American Share Insurance) a private member owned insurer. This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. MEMBERS' ACCOUNTS ARE NOT INSURED OR GUARANTEED BY ANY GOVERNMENT OR GOVERNMENT SPONSORED AGENCY.

## ELECTRONIC SERVICES

TALERIS CREDIT UNION

Agreements & Disclosures

Teller 24e

Bill Pay

Mobile Branch

Taleris Audio Account Access

MasterMoney™ Debit Card

TCU24 ATM Card

Member Balance Guardian<sup>SM</sup>

## I. ELECTRONIC FUNDS TRANSFER SERVICES

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 Electronic 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.” 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 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 Teller 24e, Bill Pay and Mobile Banking and is referred to as “electronic access”.

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 your 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:

## 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.

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

- 1.Withdraw cash from Checking, or Savings
2. Make deposits
- 3.Transfer funds between your Checking and Savings Accounts
- 4.Obtain a cash advance on your MOD (Money on Demand) line-of-credit
5. 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).

1. 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 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 Teller 24e. 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 cut-off 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 cut-off time on that date.
  - The daily cut-off time, which is determined by TCU, is currently 2:00 PM, Eastern Standard Time, Monday through Friday.
- A single payment submitted after the cut-off 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.
- b. 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.

- a) You will be responsible for all data charges on your device (please check with your mobile provider).
- b) You will be responsible for the security and security settings of your device. TCU is not responsible for any unauthorized account access through your device.
- c) You understand that Mobile Banking may not be accessible or have limited utility over some mobile telephone networks, such as while roaming.
- d) You agree that you are subject to the terms and agreements of all your existing agreements with us or any service providers of yours.

- e) You understand that financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current.
- f) 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.
- g) TCU is also not responsible for any virus or related problems that may be associated with the use of an online system.
- h) Access application software for some mobile devices (i-phone, 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)

See 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.

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.

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.

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.

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 PM, Eastern Standard Time Monday through Friday) on the scheduled process date by logging on to Bill Pay and making your changes.

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.

## 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.

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. 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.

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.

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

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. 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. 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.

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 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.

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.