



Bank Transfer Service Agreement

General

This Bank Transfer Service Agreement ("Bank Transfer Agreement") explains the additional terms and conditions governing the Bank Transfer Services offered through Telco Community Credit Union Internet Home Banking. By using the Bank Transfer Service you agree to abide by the terms and conditions of this Bank Transfer Agreement, in addition to the terms and conditions disclosed in the Online Banking Agreement. This Bank Transfer Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of North Carolina, without regard to its conflicts of laws and/or provisions. As used in this Agreement, the words "you" and "your" refer to the user of the Bank Transfer Service. The words "we," "us," "our," "TELCO" and "Bank" refer to Telco Community Credit Union.

Acceptance of Agreement

By using the Bank Transfer Service you agree to abide by the terms and conditions of this Bank Transfer Agreement, in addition to the terms and conditions disclosed in the Online Membership Account Agreement.

When you elect to sign up for the Online Banking Bank Transfer Service electronically and click on the "I Agree" button, you agree to accept the terms and conditions of this Bank Transfer Service Agreement including any future amendments to the Bank Transfer Service Agreement or changes in the terms.

If you do not agree to all of the terms in the Bank Transfer Service Agreement, click on the "I Decline" button. If you do not accept the terms of the Bank Transfer Service Agreement then you will not be permitted to use the Service.

We may change this Bank Transfer Service Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or by e-mail. If you use the Bank Transfer Service after the effective date of a change, your use indicates that you agree with the change(s).

Qualification

- Be a member in good standing.
- Utilize e-Docs and e-Statements at Telco.
- Not be delinquent on any Loan Account with us..
- Not have a history of returned deposit items.
- Not have a history of Loan Charge-Offs or Deposit Account Charge-Offs.
- Not have a limited checking account

Enrollment

Within Online Banking you may separately enroll for the Bank Transfer service ("Service"). This Service allows you to transfer funds between your linked personal deposit accounts at TELCO and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at TELCO. An outbound transfer moves funds from an account at TELCO to an account outside of TELCO. You will need to enroll each of your non-Financial Institution accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with TELCO procedures. The verification process must be completed by you prior to using the Service. You will have 10 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your TELCO account the business day following the day you initiate the transfer, provided you have met the Financial Institutions cutoff time for submitting Bank transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. Funds requested to be transferred will be debited/credited to the non-Financial Institution account according to the receiving FI's availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 8:00pm the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

There currently are no fees for the Service. Fees are subject to change. Transfers are subject to the following limits unless otherwise agreed upon by you and Telco Community Credit Union:

1. Three inbound transfers per day not to exceed a total of \$5,000
2. Three outbound transfers per day not to exceed a total of \$5,000

The above limits apply to the total of all Bank transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time. Unless specifically listed in this agreement, this Service is subject to the definitions and terms of the Membership Account Agreement signed by you when opening your account or any amendments thereto. A current copy of the Membership Account Agreement can be viewed by selecting Online Membership Account Agreement from the menu bar within your Online account.

By clicking on I Agree below, you agree to the terms of the Service Agreement and the Online Banking Services Agreement.

Bank Transfer Enrollment Introduction

Bank allows you to transfer funds to or from your TELCO checking or savings account(s), and/or to or from accounts you may have at other financial institutions. You may have as many as three inbound transfers totaling \$5,000 per day and as many as three outbound transfers totaling \$5,000 per day. To begin the enrollment process, click Enroll at the bottom of the page.

For questions, or if you need assistance with the enrollment process, please contact a TELCO representative at (828) 252-6458 or email us at info@telcoccu.org. You may also send us a secure message by clicking on the "Contact Us" link at the top of the page.

Bank Transfer Enrollment Entry

First box:

To enroll an external account for Bank, complete the information at the bottom of the screen. You will need the Routing Number and Account Number of the account you wish to enroll, which can be found on a deposit slip or check for that account. An example of where to find the requested information is below.

For questions, or if you need assistance with the enrollment process, please contact a TELCO representative at (828) 252-6458 or email us at info@telcoccu.org. You may also send us a secure message by clicking on the "Contact Us" link at the top of the page.

Second box:

To enroll an external account, complete the information below. An example of where to find the Routing Number and Account Number is provided above.

Bank Transfer Enrollment Submission

In order to use the external account for FI Transfers, the account must be verified. Your institution will verify that you are authorized on the external account in one of two ways:

1) Manual verification: You must provide TELCO with proof that you are authorized to the external account. Please contact TELCO to determine what documentation is required.

2) Auto verification: Your external account will be credited with a random amount within one to two business days. Once you see the credit on your external account, log back into your home banking account, go to Enrolled Accounts and key in the amount of the credit without decimal points or dollar signs. For example, if 21 cents credits your external account, you will enter 21 in the Verification Amount field. You will have 7 calendar days to complete this process.

You may add another external account after clicking the Return button below.

Bank Transfer Enrolled Accounts

Below is a list of your currently enrolled Bank external accounts, including those pending approval. You may edit or delete accounts from this page.

For questions, or if you need assistance with the enrollment process, please contact a TELCO representative at (828) 252-6458 or email us at info@telcoccu.org. You may also send us a secure message by clicking on the "Contact Us" link at the top of the page.

Bank Transfer Add New Transfer

To add a new Bank transfer, complete the fields below and select Submit. You may submit up to three inbound transfers and three outbound transfers per day. The total dollar amount of inbound transfers cannot exceed \$5,000. The total dollar amount of outbound transfers cannot exceed \$5,000. You may set up recurring or future dated transfers. These transfers will count towards your totals on the day that the transfer is scheduled to occur.

Please note: Per government regulation transfers from a Savings or Money Market account to another account or third party by preauthorized, automatic, or telephone transfer – including online banking transfers - are limited to six per month with no more than three transfers by check, draft, or ACH or similar order to third parties. If you exceed the transfer limitations set forth in any statement period, your account will be subject to closure by the financial institution and may be subject to an excessive usage fee based on our current fee schedule for every outgoing transfer above the stated limit.

Bank Transfer Service

The Bank Transfer Service ("Service") is a Bank funds transfer service offered by TELCO and Telco Community Credit Union's Service Provider ("Service Provider"). This Service allows you to transfer funds to or from your eligible Telco Community Credit Union account(s) and other eligible account(s) held by you at another financial institution or brokerage company in the United States. Transfers can only be completed between accounts that are owned by the same account holder or if you are a holder in a joint account. Transfers can be one time, scheduled, or recurring. In order to use the Service, you have to be an Online Banking ("Online Banking") customer of Telco Community Credit Union and must have an e-mail address.

Eligible Account Types for Transfers

- Telco Community Credit Union checking accounts, savings accounts, Money Market checking and Money Market accounts.
- Checking accounts, savings accounts, Money Market checking and Money Market savings accounts held at a financial institution or credit union in the United States that are able to accept ACH transfers.
- Investment and brokerage accounts from other institutions.

Please note, your account(s) held at Telco Community Credit Union will be auto-enabled for this service. All of your external accounts will be required to complete our Account Verification process.

Ineligible Account Types for Transfers

- Individual Retirement Accounts (IRAs).
- 401 K Accounts.
- Custodial and/or Trust Accounts.
- Business Accounts for which more than one person has check-writing privileges.
- Certificate of Deposits (CDs) or other time-based accounts.
- Loan Accounts (including credit card and equity accounts).

You may have other accounts that are ineligible for the Bank Transfer Service due to restrictions specific to your Financial Institution(s). If in doubt, you must contact the other financial institutions to verify if the accounts are eligible for the Bank Transfer Service.

Account Verification

We may verify the account(s) you add to the Bank Transfer Service. You authorize us to validate the account(s) at other financial institutions, credit unions, or brokerage companies using one or more of the following methods:

- Online (Real Time) – If you have online access to the other financial institution then account(s) you are adding can be verified in real time. If the account information can be accessed online with the username and password, the account is approved.
- Trial Deposit – The Trial Deposit method makes one or two small deposits to the external account and requests that you confirm the amounts deposited. You must confirm the amount by typing in the values of the deposits at the Telco Community Credit Union Online Banking Bank Transfer site. If the entered values match the Trial Deposit amounts, the account is approved.

Account(s) held at Telco Community Credit Union will not require account verification.

Credit Report Verification

You authorize us to verify your identity by obtaining information about you and your credit history from a consumer reporting agency. Telco Community Credit Union and/or the Service Provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Bank Transfer Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Bank Transfer Service based upon our review of your consumer report, along with other relevant information. If we deny your request to use the Bank Transfer Service, and such decision is based in whole or in part, on a consumer report from a consumer reporting agency, Telco Community Credit Union will send you a Credit Denial Statement and you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report, within a certain time period.

Transfer Amount Limits

INBOUND & OUTBOUND

- Three inbound transfers per day not to exceed a total of \$5,000.
- Three outbound transfers per day not to exceed a total of \$5,000.

Processing/Cut-Off Time Frames

- Bank Transfer requests will be debited the business day after you initiate the transfer request, and will be credited on the third business day after you initiate the transfer request.

Our business days are Monday through Friday, except for federal banking holidays. Depending upon the other financial institution, it may take an additional business day for the transaction to be reflected in the account balance of the destination account.

Rejected Bank Transfers

A Bank Transfer will be returned if it cannot be successfully posted to your accounts. The most common reasons for failed or returned Bank Transfers include, but are not limited to:

- Entering an incorrect account number or ABA number.
- Insufficient available funds in the account to be debited and/or credited.
- Insufficient minimum available balance to meet the "Premium" or "High" Limit transfer qualification criteria.
- Exceeding the dollar limit for an individual transaction, total transactions per month, or pending transfers that have not yet been posted.

It is your responsibility to monitor the status of your Bank Transfer request and for ensuring that it has been processed as requested.

Right to Cancel a Transfer

You may cancel your Bank Transfer request if the "Cancel" link (next to the transaction) is displayed on the Overview page available in the Online Banking Bank Transfer Service. If the "Cancel" link is not displayed, then the deadline has passed and you will not be able to cancel the Bank Transfer request.

Future Dated or Recurring Bank Transfer Instruction(s)

Using the Service's "Schedule" link, you may schedule a one-time future dated Bank Transfer and/or a recurring Bank Transfer. A future dated and/or recurring Bank Transfer may be scheduled for a date up to one year in the future. However, these transfers are still subject to the Daily/Monthly limits defined in Transfer Amount Limits.

A one-time future dated or recurring Bank Transfer scheduled to be initiated on a weekend or non-bank business day will be initiated on the next business day and is subject to the same terms and conditions as any other Bank Transfer initiated through the Service. Please refer to Processing/Cut-Off Time Frames for additional information.

Transfers from Money Market and Savings Accounts

You are limited to six preauthorized electronic fund transfers and telephone transfers, checks and point-of-sale transactions per statement cycle. Of these six transactions, you are limited to only three transactions by check or point-of-sale. (For information on these accounts, see our Deposit Agreement and Account Terms Disclosure) Each transfer or payment through the Internet Home Banking from your savings or money market deposit account is counted as one of the six limited transfers you're permitted each statement period. We charge a fee for each transaction in excess of this limit (refer to the TELCO Fee

Schedule for fees). However, payments to your TELCO Loans are not counted toward this limit for Money Market deposit accounts.

Reliance on Account Number Provided

If your Service instructions identify the beneficiary or a bank using both a name and a number, we may use the number only to execute your instructions, and are not responsible if the name and the number do not agree. Your obligation to pay the amount of the Bank Transfer to us is not excused in such circumstances.

Unique E-mail Address

You must have a unique e-mail address in order to sign up for the Service, and the same e-mail address may not be used by more than one person, even if they are joint account owners.

Joint Accounts

Any account owner with Online Banking Access may sign up for the Service and request to link any eligible account in their Online Banking profile to the Service. As applicable, the terms of this Agreement will extend to all joint account owners. Joint owners are subject to the joint tenancy rules contained in the Membership Account Agreement.

Other Agreements

Using the Service will also be affected by the agreements between you and us for your TELCO deposit accounts, credit cards, and loans, including the TELCO's Membership Account Agreement, and the Account Terms Disclosure(s) for your accounts. Using the Service does not change the agreements you already have with us on those accounts. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that might impact your use of an account with the Service. The terms and conditions of any other such agreements govern the terms and conditions of this Bank Transfer Service Agreement except that in the event of a conflict, the terms and conditions of this Bank Transfer Service Agreement shall govern; provided, however, that in the event of a conflict between the terms and conditions of this Bank Transfer Service Agreement and the Membership Account Agreement, the terms and conditions of the Membership Account Agreement shall govern.

Suspension and Reinstatement of Bank Transfer Service

In the event that we at any time incur a problem with your use of the Service, including without limitation, the inability to debit any of your Account(s) or to collect with respect to any of your Bank Transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect Telco Community Credit Union from loss. In the event of such suspension, you may request reinstatement of your Service by contacting us in writing, through the Internet Home Banking e-mail, or by calling your branch.

We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, reinstate your Service in accordance to "Standard Service" per-transaction and monthly dollar limits and/or with other restrictions that otherwise might be available to you. Based upon your subsequent usage of the Service, TELCO, in its sole discretion, may thereafter restore your ability to affect transfers subject to such higher limits as may then be in effect (see "Transfer Amount Limits" above).

Updating Records

You agree to promptly update your profile records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by selecting the "Edit Your Profile" section within the Bank Transfer Service. You are responsible for the accuracy of all of the information you input, and agree that we may rely on the information you provide, without further verification, when processing transactions you initiate through the Service.

YOU AGREE THAT TELCO COMMUNITY CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS

OR MISINFORMATION CONTAINED IN THE INFORMATION YOU HAVE PROVIDED TO US.

Cancellation

Your Service remains in effect until it is terminated by you or Telco Community Credit Union. You may cancel your Service at any time by notifying us of your intent to cancel in writing, through Internet Home Banking email, or by calling your branch, and your Service will be cancelled after Telco Community Credit Union has had a reasonable opportunity to act upon your cancellation request. You agree to use the Bank Transfer Service only for bona fide and lawful purposes. We may suspend or terminate your participation in the Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Bank Transfer Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in these Terms and Conditions of the Bank Transfer Service or Online Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction or suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; or (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under these Terms and Conditions of the Bank Transfer Service or Online Banking Agreement; (c) you repeatedly overdraw your Telco Community Credit Union account; (d) your Telco Community Credit Union account is closed, access to your account is restricted for any reason, or if you do not use this Bank Transfer Service for a period of time after being notified by TELCO; (e) following initial enrollment you do not use the Bank Transfer Service, after being notified by TELCO, we may automatically suspend or terminate the Service, without further notice to you.

Any transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are canceling the Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under these terms and conditions of the Bank Transfer Service Agreement or the Online Banking Agreement for transfers we've processed on your behalf.

Access to Account Information for Non-Telco Community Credit Union Accounts

You understand and agree that, in order to provide the Service, it is necessary for Telco Community Credit Union to access other financial institutions', credit unions', and brokerage companies' Web sites and databases containing information regarding your accounts and financial relationships as designated by you ("Account(s)"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize Telco Community Credit Union to access such Account(s) to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent and warrant that the information you are providing us with is true, correct and complete. You represent and warrant to us that you have the right to authorize and permit us access to your Account(s), you assure us that by disclosing the information to us and by authorizing us to use such information to access your Account(s), and you are not violating any third-party rights. You hereby authorize and permit TELCO to use any information submitted by you to Telco Community Credit Union (such as account passwords and user names) to accomplish these purposes and to configure the Service to be compatible with the Account(s).

You understand and agree that at all times your relationship with each Account(s) provider is independent of Telco Community Credit Union and your use of the Service. Telco Community Credit Union will not be responsible for any acts or omissions by the financial institution or other provider of any Account(s), including without limitation any modification, interruption or discontinuance of any Account(s) by such provider.

YOU AGREE THAT TELCO COMMUNITY CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) TELCO COMMUNITY CREDIT UNION'S ACCESS TO THE ACCOUNT(S); (2) TELCO

COMMUNITY CREDIT UNION'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE OTHER FINANCIAL INSTITUTION, CREDIT UNION, OR BROKERAGE COMPANY; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN INFORMATION RETRIEVED FROM THE OTHER FINANCIAL INSTITUTION, CREDIT UNION, OR BROKERAGE COMPANY AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

Links to Third Party Sites

The Telco Community Credit Union Web site may contain links to other Web sites ("Linked Sites"). Such links are provided solely as a convenience for you. While Telco Community Credit Union will attempt to select and provide links to Linked Sites that it believes may be of interest to its members, Telco Community Credit Union does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Telco Community Credit Union, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to Telco Community Credit Union that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these representations and warranties will remain in full force and effect even if this Agreement terminates for any reason.

Unauthorized Transactions in Your Consumer Accounts

Notify us **AT ONCE** if you believe another person has improperly obtained your Home Banking password. Also notify us **AT ONCE** if someone has transferred or may transfer money from your TELCO deposit account without your permission, or if you suspect any fraudulent activity on your account. If your Home Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a TELCO deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers, payments or purchases that you did not make or authorize, please notify us **AT ONCE**. If you do not notify us within sixty (60) days from the date the paper or online statement was sent to you, and we can prove that we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

In Case of Errors or Questions about Your Electronic Transactions for Consumers

In case of questions or errors about online funds transfers, Bank Transfers, or bill payments made through the Telco Community Credit Union Internet Home Banking, you should do one of the following: Send us an e-mail by filling out the appropriate e-mail form accessible after signing on with your password to a secure session. For questions or errors about Online Banking transfers between your TELCO accounts or Bank Transfers between your TELCO account and a linked external account you should click the "Services" button and select the "Questions about your account" e-mail form.

OR

Contact Home Banking Support, phone (828) 252-6458.

Contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the **FIRST** paper or online statement on which the problem or error appeared. If you notify us verbally,

we may require that you send us your complaint or question in writing within ten (10) business days. When you tell us about the problem, please:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need.
- Tell us the dollar amount of any suspected error.
- For a Bank Transfer, tell us the sending and receiving account numbers, date the Bank Transfer was initiated, and the transfer amount.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will determine if an error occurred and will tell you the results of our investigation within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer or transaction involved a point-of-sale transaction, a foreign initiated transfer or a transfer to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) 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(s) or questions(s) in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

Our Liability to Consumers

If we do not complete a transfer to or from your TELCO account on time, or for the correct amount, and/or to or from the account specified according to our Agreement with you, we will be responsible, as applicable, for returning any improperly transferred funds and/or for redirecting any misdirected funds to the proper account, and may be liable for your losses or damages. However, there are some exceptions. For example, we will not be liable: If, through no fault of ours, you do not have enough available funds in your account to make a transfer, Bank Transfer, or bill payment. If a legal order directs us to prohibit withdrawals from the account. If your account is closed or if it has been frozen. If the transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts. If you, or anyone you allow, commits any fraud or violates any law or regulation. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system was not working properly and you knew about the breakdown when you started the transfer or, in the case of a recurring transfer, at the time such transfer should have occurred. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a Bill Payment or external Bank Transfer. If you have not properly followed the instructions for using Telco Community Credit Union's Internet Home Banking Services, including Bank Transfer and Bill Payment. If circumstances beyond our control (such as fire, flood, computer system failure or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us. There may be other exceptions not specifically mentioned here.

We are not responsible for any Internet access, Internet Service Provider, financial software or other product or service relating to your computer or the World Wide Web or your telephone or telephone service. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Service. Without limiting the generality of the wording above, we are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem or telephone service.

Additional Information for Business Customers

By using the services offered through the Telco Community Credit Union Internet Home Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions, which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

You agree that we may send notices and other communications, including password confirmations, to the current address and/or e-mail address shown on our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that TELCO will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to keep your password secure and strictly confidential, providing it only to authorized signers on your account(s), and to instruct each authorized signer to whom you give your password that he or she is not to disclose it to any unauthorized person. You further agree to notify us immediately and select a new password if you believe that your password may have become known to an unauthorized person.

Limitation of Bank's Liability for Business Customers Only

If we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by applicable law our liability shall be limited to interest on the amount which we failed to timely transfer, calculated from the date on which the transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where TELCO is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL TELCO BE LIABLE TO YOU FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Exclusion of Warranties

THE BANK TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

Indemnity

You agree to indemnify and hold harmless Telco Community Credit Union, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Service, your violation of these terms and conditions of the Bank Transfer Service Agreement or the Online Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This section does not apply to any cost or damage attributable to Telco Community Credit Union's or our Related Persons' gross negligence or intentional misconduct.

Fee Schedule

Please refer to the "Member Account Agreement & Fee Schedule".

Automated Clearing House Guidelines

ACH AUTHORIZATION AGREEMENT FOR ONLINE EXTERNAL FUNDS TRANSFERS

You hereby authorize Telco Community Credit Union ("Company" "we" "us" "our) and our processing agents, to debit and credit entries to your eligible Telco Community Credit Union account(s) when you instruct us to electronically transfer funds to or from your eligible Telco Community Credit Union account(s) and other eligible account(s) held by you at another financial institution or brokerage company in the United States. You agree to comply with any applicable state or federal law in connection with your use of the Service and the fulfillment of its obligations under this Agreement. You further acknowledge that the Automated Clearing House ("ACH") system may not be used in violation of, and that entries originated by you must comply with the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls.

This authorization is to remain in full force and effect until we have received notice from you of its termination by performing one of the following:

Send us an e-mail by filling out the appropriate e-mail form accessible after signing on with your password to a secure session. For questions or errors about Online Banking transfers between your TELCO accounts or Bank Transfers between your TELCO account and a linked external account you should click the "Services" button and select the "Questions about your account" e-mail form.

OR

Contact Online Banking Support, phone at: **(828) 252-6458**.

OR

By signing into the Telco Community Credit Union Internet Home Banking at www.telcoccu.org, selecting the Overview page under the Bank Transfer Service," clicking the CANCEL link (next to the transaction) for the debit, at least 3 business days before the date of the debit or next scheduled debit by us to the eligible Telco Community Credit Union account(s). This authorization may only be revoked in this manner.

When you elect to sign-up for the Online Banking Bank Transfer Service and click the "I Accept" button, you represent that you have full authorization from any other authorized signer on the eligible TELCO account(s) to execute this authorization on his/her/its behalf and that any other authorized signer on the eligible Telco Community Credit Union account(s) agrees and understands that we, and any of our processing agents, are authorized to debit and credit entries to the eligible Telco Community Credit Union account(s) in accordance with your transfer instruction(s).