

Revised February 2020

**ELECTRONIC SERVICES AGREEMENT**  
**AGREEMENT FOR ONLINE and MOBILE BANKING**  
**BILL PAY SERVICE**  
**CONSENT FOR E-STATEMENTS & E-NOTICES ELECTRONIC**  
**FUNDS TRANSFER DISCLOSURE**  
**MONEY MANAGEMENT & PURCHASE REWARDS/CASH BACK OFFERS**

**INTRODUCTION**

This agreement governs the Online and Mobile Banking services offered by Tropical Financial Credit Union (TFCU) and is a supplement to certain other share account agreements, which you have already entered into with the Credit Union. It supplements those Accounts that you and Tropical Financial Credit Union have agreed will be accessed by the Online/Mobile Banking or Bill Pay Services. This agreement supersedes all other share account agreements to the extent that there is a conflict.

"We", "our", "us" and TFCU" refer to Online/Mobile Banking and "you" and "your" refer to anyone authorized to sign checks or make withdrawals on your account(s) and to anyone else you authorize to use the Online/Mobile Banking Internet services issued to you on your behalf. The first time you access your TFCU account(s) through Online/Mobile Banking will confirm your agreement to the terms and conditions and acknowledges your receipt and understanding of this disclosure. To the extent permitted by law, you agree to receive all disclosures, notices and information under this agreement electronically.

By enrolling in Online/Mobile Banking, you agree to receive your periodic account statements online through our e-Statement service from this point forward. Your online periodic e-Statements will include the periodic account and transaction activity for your deposit and loan accounts. This consent will also be effective for additional notices, promotional materials, and disclosures that may be made available in the future through our e-Statement service.

You will receive email when your monthly statement or account notices are available for review. Adobe Acrobat Reader Software is required to view your e-Statements. You will be able to access your e-Statements and other documents online for a period of 36 months from the registration date. You also have the option to download or print the documents for your future reference at no charge.

You have the right to request a paper copy of your statement or other electronic notices by calling our Call Center 305-261-8328 or 888-261-8328, by visiting your local TFCU Branch office or by written request. The fees that will be charged are disclosed on our fee schedule.

You may withdraw your consent to receive online statements at any time. To do this, first sign on to the e-Statement application, then select "Settings," and then "Discontinue/Resume Accounts". Select the account(s) for which you wish to discontinue receiving electronic statements, and click "Submit." Or, you may request cancellation by calling our Call Center 305-261-8328 or 888-261-8328 or visiting your local TFCU Branch office. If you choose to withdraw your consent for online statements, you may incur a monthly paper statement fee as disclosed in our Schedule of Fees for your type of checking or savings account. Should a bonus promotional payment be offered and paid by the Credit Union for your election for e-statements, the Credit

Union reserves the right to reverse the payment from your account in the event that consent to receive statements is withdrawn within 6 months.

It is important that you maintain an accurate and current email address on your e-Statement registration. If your notification has bounced as undeliverable, you will see an alert inside the e-Statement link. To update your email address, click on "Settings" then click on "email address", input the correct email address, and then click submit. Tropical will periodically review for bounced notifications and update your email address of record to reflect the Online/Mobile Banking email address to ensure delivery of your notifications.

We may change terms or amend this agreement from time to time without notice or as otherwise provided by law.

## **ONLINE SERVICES**

### **Online Banking Service:**

The Online Banking service allows you to access your TFCU accounts via the Internet 24 hours a day, seven days a week. You can complete transfers to accounts that you have authorized as well as obtain statement information for viewing and downloading to financial management software. If you have authorized cross account transfers, the designated accounts will be available for Online Banking transfers. If your account does not currently have cross account transfer access, an online application is available for this service under Secure Forms. Other services are available such as Bill Pay service, Money Management a personal financial manager service, External transfers, apply for a secondary account, apply for a loan, register for text messaging, reorder checks, pay your TFCU from another financial instruction, submit a secure form, access your Tropical Credit Card and Credit Score

## **FEES AND CHARGES**

Please refer to the Schedule of Fees for fees that may apply.

The standard fees for deposit accounts will continue to apply as disclosed in the Credit Union's current Fee Schedule. If applicable, a non-sufficient funds (NSF) fee will be charged to your account, if the payment you have requested is completed and overdraws your account. You are responsible for all telephone access or Internet service fees that may be assessed by your service provider.

### **External Transfers**

#### **Popmoney and Funds Transfer Services**

Popmoney (person-to-person transfers) and Funds Transfer (account-to-account external transfers) may be made available; please refer to the TFCU Schedule of Fees for charges that may apply.

The Popmoney and Funds Transfer services are governed by separate terms, conditions and transaction limits provided to you when you enroll for the services. You must accept the terms and conditions as disclosed in order to use the services. Fees are listed in our Schedule of Fees.

Popmoney (person-to-person) is an online payment service that allows qualified members to send and request money quickly and easily. Funds may be sent to another person's checking/savings account by using the recipient's email or mobile phone number, as well as, by providing the ABA/routing and account number of the

recipient. The process allows members to complete transactions via ACH without having to directly share or exchange financial or banking information.

The Funds Transfer service (account-to-account external transfers) provides you with a convenient way to transfer money directly between your TFCU account(s) and your account(s) at other financial institutions via an ACH transfer.

## **ELIGIBILITY FOR ON-LINE SERVICES**

### **Online/Mobile Banking Service:**

You may access your account(s) via the Online/Mobile Banking service by use of Internet services utilizing a personal computer or mobile device. Once you have initially accessed the Online Banking service, you will be prompted to change your Username and password. For your protection, we recommend that you periodically change your password.

## **TYPES OF AVAILABLE ELECTRONIC TRANSFERS AND LIMITS**

### **Online Banking Service:**

You or any other persons who you have authorized to use your Online Banking service and log in credentials may perform the following transactions on your accounts at TFCU:

- Inquiries on checking, savings, certificate, IRA and loan accounts
- Transfer funds between accounts or schedule recurring transfers
- Request a loan advance for transfer
- Request a Popmoney or Funds Transfer transaction, if the service is available
- Other transactions as may be available in the future

When you give someone your log in credentials, you are authorizing that person to use your online services, and you are responsible for all transactions the person performs using your Online Banking or Bill Pay service. All transactions that person performs are considered authorized transactions. To protect from unauthorized transactions being completed using your Online Banking or Bill Pay service, use the exit option, sign-off after each online session and close your Internet browser.

### **Bill Pay Service**

Online Banking offers a Bill Pay service. This Bill Pay service allows you to make payments to merchants, companies or individuals from your TFCU checking account via the Internet. You can make one-time payments as well as, set up recurring payments. e-Bill services are also available for participating merchants. Fees may apply if the service is not used, please refer to our schedule of fees.

In order to use the Bill Pay Service, you must accept the electronic Bill Pay closure and have a checking account. Bill Pay will become available immediately upon acceptance. Please refer to the Schedule of Fees for any service fees that may apply.

When you apply for Bill Pay Service, you designate your TFCU checking account as the payment account from which payments that you authorize will be deducted. You will be given the ability to set up the names, addresses and account numbers (if any) of the payees (the companies or persons who will receive the payments). You are not permitted to designate governmental agencies or courts as payees. We reserve the right to not allow the designation of a particular merchant or institution.

You, or any persons who you have authorized to use your Bill Pay Service, can perform the following transactions:

- From your designated TFCU checking account, pay any current, future or repeating payment to any designated merchant, institution or individual in accordance with the Bill Pay Service Terms and Conditions provided to you at the time of application.
- Obtain information (payee information, payment status information, e-Bills, etc.) about your Bill Pay account.
- Your Bill Pay payments are processed by a third party service provider by either sending an electronic payment to the payee, or by mailing a check or draft to the payee. The method of payment depends upon the processing method that can be accommodated by the payee or Bill Pay services third party processor, as some payees are unable to accept electronic payments.

### **THE BILL PAY SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable and if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **Limitations on Electronic Funds Transactions:**

- Transfers which will overdraw or close your checking or savings account are not permitted.
- Transfers cannot be made from any account in an unavailable status, such as a dormant or inactive account or an account with a pledged savings loan for the full balance amount, or from any account subject to legal process or other encumbrance restricting the transfer.
- Limitations on transfers from the Holiday Club and Money Market Account. The maximum number of monthly transfers from a Holiday Club or Money Market account is limited by regulation to six, which includes on-line transfers<sup>1</sup>, telephone transfers<sup>2</sup> and pre-authorized transfers<sup>3</sup>. ATM transactions are not included. Unlimited monthly transfers are permitted from a Transaction Savings or a Checking Account.

<sup>1</sup> On-line transfers are transfers from a Holiday Club or Money Market account initiated through Online Banking service.

<sup>2</sup> Telephone transfers are transfers from your Holiday Club or Money Market account initiated by a telephone call to our Call Center or by using the Telephone banking system.

<sup>3</sup> Preauthorized transfers are transfers made according to a specific agreement between a member and us or another third party. Examples of preauthorized transfers are automatic overdraft protection from savings to checking or scheduled electronic payments from savings to a third party such as insurance companies, etc.

The above stated limits do not apply to transfers on any loan account you may have with TFCU or transfers to another TFCU account when such transfer is initiated in-person, by mail or at an ATM. You may also make unlimited requests for telephone withdrawals to our Call Center when a check is mailed directly to you.

There may be other terms and procedures established by Tropical Financial Credit Union from time to time in order to prevent loss to your account or to the Credit Union.

Popmoney (person-to-person) transfers or Funds Transfer (account-to-account transfers) may be subject to separate timing and processing schedules as disclosed in the online terms and conditions when you use the service.

### **POSTING AND TIMING OF TRANSACTIONS: Online Banking Service**

Online Banking account transactions performed via the Internet on Monday through Friday during regular business hours are immediately posted to your account. The processing date for transactions performed after regular business hours and on Saturdays, Sundays and Holidays may not be effective until the next business day. Transaction inquiries will contain the posting date. A record of these transactions will be fully disclosed on your periodic statement.

Credit Card payments initiated through Online Banking transfers will deduct from your account on the date requested and the payment is sent for processing to your Credit Card to be processed. Credit Card payments initiated through Online Banking transfers before 5pm will be applied to your Credit Card account by the next business day. Credit Card payments initiated through Online Banking transfers after 5PM will be applied to your Credit Card account by the next two business days.

### **RIGHT TO TRANSFER BETWEEN CREDIT UNION ACCOUNTS (Cross Account Transfers)**

You may designate accounts at TFCU to which you may transfer funds electronically through Online Banking. Accounts that you have previously authorized for electronic cross account transfers will be available as listed on the options menu on the Account Transfer screen. If your account does not currently have cross account transfer access, an online application is available under Secure Forms. To transfer funds to another financial institution, use a paper check, a wire transfer, or an ACH transaction. We also offer External Transfers, Popmoney and Funds Transfers through Online Banking.

You may complete an Online Banking transfer during an online session during business hours on a business day and the funds will be posted and available on your account that day. For Online Banking transfers during an online session during non-business hours, the funds may not be posted and available on your account until the next business day. After you submit a transfer, you cannot delete or change it.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

You are responsible for all transactions made on your accounts with your log in credentials through TFCU Online/Mobile Banking by anyone, including unauthorized transactions, subject to the limitations of applicable law. Legal limitations on your liability for unauthorized transactions are summarized in the Electronic Funds Transfer section in your Account Agreement with TFCU. The Credit Union has no obligation to monitor the use of your log in credentials or notify you if unusual activity.

## **Equipment and Technical Requirements**

To use TFCU Online Banking, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time, including the appropriate devices. To use Online Banking you must obtain and maintain internet access.

## **Limitation of Liability for Equipment and Viruses**

The Credit Union is not responsible for any errors or failures caused by the malfunction of your devices, equipment, software (including anti-virus software) or Internet access. The Credit Union also is not responsible for any computer viruses caused by the use of any Online/Mobile Banking service.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- Telephone us at 305-261-8328 (Miami-Dade County) or 888-261-8328 (other areas).
- Write us at: Tropical Financial Credit Union ATTN: Digital Banking Team, 3050 Corporate Way Miramar, FL 33025

If you think your statement is incorrect or you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent or made available to you on which the problem or error appears. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined, there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided if we find an error did not occur.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make **ONLY** in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

## **e-MAIL COMMUNICATIONS**

Sending e-mail through our website is one way to communicate with us. We have provided an e-mail link for you to ask questions or give comments regarding our Online\Mobile Banking service. We may not immediately receive e-mail communications that you send. **If you need to report an unauthorized transaction or for any other urgent request, contact the Credit Union at 305-261-8328 or 888-2618328 during business days: Monday through Friday, excluding Federal Holidays.** E-mail is not to be used to initiate secure transactions on your account(s).

## **Money Management -END USER LICENSE AGREEMENT**

If you decide you wish to participate in the Money Management service, you acknowledge and agree to the following terms and conditions of service.

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter, "you" or "your" means the end user of the Services ("User") and "us," "we," "our," or "Financial Institution" refers to the financial institution who provides User access to the Services. NCR Corporation, and MX Technologies, Inc. (collectively, the "Providers") are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

## **1. General.**

(i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.

(ii) User agrees to allow NCR Corporation, its successors and assigns, and its and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein "Aggregated Data" means User Data and information that has been stripped of all personally identifiable information. "User Data" for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.

(iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.

(iv) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

**2. Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide

**3. Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites, which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. The foregoing provision is not intended to authorize our service providers to offer products and services directly to you. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

**4. Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

**5. Third Party Accounts.** With respect to any third party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the



Services, you agree to the following:

a. You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.

b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**6. Limitations of Services.** When using the Services, you may incur technical or other difficulties. Neither we nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

**7. Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

**8. Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties, except as otherwise permitted by this User Agreement. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

**9. Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

**10. User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other

automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

**11. Indemnification.** You agree to defend, indemnify and hold harmless Financial Institution, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**12. Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

**13. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**14. Other Items.** You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

#### **PURCHASE REWARDS/Cash Back OFFERS- End User Agreement**

**Cash Back OFFERS.** If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Cash Back. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards

earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month, which will post either mid or end of month. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

Cash Back Offers Account. You must use the debit card associated with the Cash Back Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Cash Back Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement. You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Termination of Program. Tropical Financial Credit Union reserves the right to amend, cancel, or temporarily suspend the Purchase Rewards program, in whole or in part, or change any of the Terms, at any time for any or no reason, including without limitation, in the event of fraud, abuse of Program privileges or violation of the Terms, as determined in Our sole discretion without notice to you, which may result in the forfeiture of cash rewards. In the event the account has been closed, any pending cash rewards not credited as of the date of closure will be forfeited.

## **MOBILE BANKING DISCLOSURE & AGREEMENT**

**Password and Security** Touch ID , Fingerprint ID or Face ID Authentication is an optional authentication method offered by Tropical to login to the Mobile App. You can turn this feature on or off on your mobile device by checking or un-checking "Enable Touch ID, Fingerprint or Face ID" on the Settings screen. Fingerprints are stored on your device only. Tropical does not have access to or store your fingerprint. Your username and password will be encrypted and stored in your device's ~~Apple~~ iOS Keychain. You acknowledge that by

enabling Touch ID , Fingerprint ID or Face ID, you allow anyone who has a fingerprint stored on your device access to your personal and account information in Tropical's Mobile App. Tropical reserves the right to suspend or disable this feature at any time. Touch ID , Fingerprint ID or Face ID can only be associated with one Mobile Banking username at a time on your device.

If you believe someone has gained unauthorized access to your account or mobile device, call **888-261-8328** during business hours or contact us by e-mail at: [DigitalBanking@tfcu-fl.org](mailto:DigitalBanking@tfcu-fl.org) and change your log in credentials immediately.

**Quick Balance** -Is an optional service that will allow you to see your balance and the last five transactions without logging in. To enable Quick Balance log into our mobile app and select More > Settings > Quick Balance > Current Device > slide service on. To disable Quick Balance follow the above and slide service off. Once enabled, swipe down on the center of the mobile app login screen to see your balance and recent transactions (if you have Touch ID enabled, select cancel on the Touch ID window and then swipe for Quick Balance).

#### **Location services and Bluetooth enablement**

These services can be enabled at any time by going to your device settings. Location services and Bluetooth services maybe be used to send you notifications and/or surveys. You may disable these settings at any time by going to your settings on your device.

Bluetooth connectivity is not needed in order for the mobile apps to work properly. However, you may be prompted to access this feature on a device as it can impact connectivity to third party accessories like a smartwatch or other bluetooth devices. This is most commonly needed for push notifications and alerts tied to a smartwatch user.

Location services will need to be enabled to use the location link within the APP to find ATM or Shared Facilities.

#### **ACCEPTANCE OF ADDENDUM**

This Mobile Banking Disclosure & Agreement is an addendum to the Agreement for Online Banking and sets forth the additional terms and conditions for use of the Mobile Banking services offered through Tropical Financial Credit Union. Except where modified by this Addendum, the terms and conditions of the Agreement for Online Banking remain in effect. By using the Mobile Banking services, you agree to the terms and conditions of this Mobile Banking Disclosure & Agreement.

- A. Description of Services** Mobile Banking is offered as a convenience and a supplemental service to our Online Banking services. Tropical FCU offers Text Banking, Mobile APP and a Mobile Web services. You may access your TFCU account information and services similar to Online Banking and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices. You may access your Tropical Financial Credit Union account via Mobile Banking and get account information, transfer funds between eligible accounts, make payments to payees (from your web-based device, go to [www.tropicalfcu.com](http://www.tropicalfcu.com) and login with your online banking user ID and password) or conduct other banking transactions.

Tropical offers Mobile Deposits when utilizing the Mobile App service on supported devices. The Mobile Deposit service is enabled for accounts that meet the criteria, a separate disclosure is provide to accept this service.

To activate the standard text messaging service ("Text Message Banking"), you must activate your wireless device for this service by logging into Online Banking and selecting Mobile Banking and Alerts then agree to the TFCU Text Messaging Banking Services Terms and Conditions posted online. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that

Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. TFCU is not responsible for the availability of data services provided by your mobile carrier. Designated accounts for cross-account transfers through Online Banking will be accessible through the Mobile Banking service. For standard text messaging service ("Text Message Banking"), the designated accounts to be accessible are selected at the time you register online for the text messaging service.

- B. Use of Services** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking and how to properly use your wireless device and mobile banking software. In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your wireless device.
- C. Relationships to Other Agreements** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including your service carrier or provider (such as AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software/APP, receiving or sending Mobile Banking text messages, or other use of your wireless device when using the services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking that are not related to your carrier or provider, you will contact us directly.

Any deposit account, loan or other TFCU product accessed through the Mobile Banking service is also subject to the Account Agreements and Disclosures provided at the time of account opening and any subsequent revisions issued, including any transaction limitations and fees which may apply to your account as disclosed in the Schedule of Fees.

## **YOUR OBLIGATIONS**

You agree to the following when you use the Mobile Banking service:

- A. Account Ownership/Accurate Information** You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- B. User Security** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your wireless device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your user name, password or other access information to any unauthorized person. If you permit other persons to use your wireless device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

If you believe that your phone or other wireless device to access your account has been lost or stolen, contact your mobile service provider immediately to stop all wireless service. If you believe that someone may attempt to use Mobile Banking without your consent, or has transferred money from your account without your permission, you must notify us promptly by calling us at 305-261-8328 (Miami-Dade County) or 888-261-8328 (other areas).

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

- A. User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- B. No Commercial Use or Re-sale** You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.
- C. Indemnification** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Tropical Financial Credit Union and its affiliates, officers, directors, employees, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

## **SERVICE CHARGES**

In the future, we may add to or enhance the features of Mobile Banking and reserve the right to amend any fee structures associated with Mobile Banking as offered at Tropical Financial Credit Union.

## **ADDITIONAL PROVISIONS**

- A. Mobile Banking Service Limitations** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any wireless device or mobile network, which you utilize to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon.

**A. Changes or Cancellation** You may cancel your Text Message Banking service by sending a text "STOP" to 454545 at any time. You can also cancel the service by logging into internet banking, click on the Mobile Banking & Alerts tab, and deactivate the service.

We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.