



Tropical Financial Credit Union Electronic Services Agreement

Last Updated: September 2025

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.

Electronic Statements – eStatements

You may elect to receive electronic statements once registered for Online or Mobile Banking. You may withdraw your consent to receive online statements at any time within Online or Mobile Banking. 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. Refer to our e-Statement Terms of Use for additional information.

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. 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

1. 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 own. 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 loan from another financial instruction, submit a secure form and access your Tropical Credit Card

You will have a separate login for your personal accounts and for your business accounts. Each login will display only the accounts linked to that profile. For your security, please keep your username and password private and do not share them with anyone who is authorized to access the account.

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

1. Funds Transfer Services

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

Funds Transfer service is 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.

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 Online Services

1. 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 create your Username and password. For your protection, we recommend that you periodically change your password.

Types Of Available Electronic Transfers and Limits

1. 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:

- a. Inquiries on checking, savings, certificate, IRA and loan accounts
- b. Transfer funds between accounts or schedule recurring transfers
- c. Member to Member Transfers
- d. Request a loan advance for transfer
- e. Request Funds Transfer transaction, if the service is available
- f. View, print and download your eStatements and Notices
- g. Personal Money Management Tool
- h. Other transactions as may be available in the future

Our Corporate Security Department highly recommends you **never** give another individual/party credentials to your Online Banking/Mobile Banking account. However, if you do 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.

2. 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 Terms and Conditions disclosure 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:

- a. 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.
- b. Obtain information (payee information, payment status information, e-Bills, etc.) about your Bill Pay account.
- c. 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

- a. Transfers which will overdraft or close your checking or savings account are not permitted.
- b. 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.



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.

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

1. 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

Member to Member transfers will be permitted given you provide the correct required information to complete the transfer. We also offer External 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:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third-party, such as a credit bureau or Payee;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. 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 888-261-8328 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 (Financial Tools) Service

We may offer you access to Personal Financial Management ("PFM") service, also known as Financial Tools in Online Banking. This optional service enables you to aggregate and view multiple financial accounts in a single dashboard, set and track budgets or goals, monitor net worth, and receive personalized financial insights. Use of the Financial Tools service is subject to separate terms and conditions presented at enrollment; nothing in these general Electronic Services Agreement terms governs your use of that service beyond acknowledging its availability.

Mobile Banking Disclosure and 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 and change your log in credentials immediately.

Quick Balance

Quick Balance is an optional service that will allow you to see your balance and the last five transactions without logging in.

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.

1. Description of Services

Mobile Banking is offered as a convenience and a supplemental service to our Online Banking services. Tropical FCU offers 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 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.

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.

2. 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.



3. 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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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

1. 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, mis-delivery 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.

2. Changes or Cancellation

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.