

## e-SIGN DISCLOSURE

With your acceptance of this e-Sign Disclosure, you agree to accept the disclosures presented on the credit union's website in an electronic format. You verify and agree that you have the required hardware and software necessary to access these disclosures and to retain a copy of them. To do so, you will need the following:

- Internet Access
- A computer with a modem and Internet browser that can support SSL, 128-bit encryption
- For security purposes, you should use the most current versions of Internet browsers; for example, Microsoft Internet Explorer, Firefox, AOL's browser, or Safari.
- The most current version will support 128-bit encryption. (Browser upgrades for some of the most popular browsers are accessible on our web site.)
- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures
- An external email address
- A contact phone number

If we revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the disclosures, we will notify you of these changes 30 days in advance and provide you an opportunity to cancel your acceptance of these electronic disclosures and/or change your method of receiving disclosures (e.g. change to paper format versus an electronic format) without the imposition of any fees. You may change the method of delivery at any time (e.g. from electronic format to paper format) by contacting us at:

[tyndallebanking@tyndall.org](mailto:tyndallebanking@tyndall.org) or

850-769-9999 or 888-TYNDALL (896-3255), toll-free

You may also request paper copies of the disclosures. You should print or save a copy of all disclosures delivered electronically.

After your completion of this acceptance, we may send you an email and ask you to confirm your email address and your acceptance of electronic disclosures. We may also ask you to print the disclosures and send us signed acknowledgment that you have received and reviewed the required disclosures.

**By proceeding with your online account application or your enrollment in Online Banking, you signify your agreement with this e-Sign Disclosure. As stated above, you agree to accept the disclosures presented on the credit union's website in an electronic format, and agree that you have the required hardware and software necessary to access the account disclosures and to retain a copy of them.**

---

**Online Banking Agreement & Disclosure**  
**Effective Date: August 5, 2013**

Tyndall e-Banking Support:  
850-873-3600 or 888-896-3255, Option 5 (toll-free)  
PO Box 59760 Panama City, FL 32412-0760  
[tyndallebanking@tyndall.org](mailto:tyndallebanking@tyndall.org)

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

**1. Scope of this Agreement**

This Agreement between you and Tyndall Federal Credit Union governs your use of our Online Banking Service (the "Service"). The Service permits our members to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

**2. Accepting the Agreement**

After you have carefully read this Agreement in its entirety and the linked [Privacy Notice](#), you will be asked to consent to (accept) the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. You may also use your browser to save a copy of this document on your hard drive.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact Tyndall e-Banking Support. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time.

WHEN YOU CLICK ON THE **ACCEPT** BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING BELOW, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE **REJECT** BUTTON BELOW. IF YOU RECEIVE THIS AGREEMENT IN PAPER FORM AND DO NOT AGREE WITH THE TERMS, PLEASE BE AWARE THAT ENROLLING IN THE ONLINE BANKING PROGRAM ACKNOWLEDGES YOUR ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

**3. Definitions**

Agreement - means the terms and conditions of the Online Banking and Bill Payment Services.

Authorized User - is any individual, agent, or sub-user whom you allow to use the Service or your Password or other means to access your Eligible Account(s).

You or Your - Refers to the owner of the Eligible Account and person(s) subscribing to or using the Service.

We, Us, or Our - Refers to Tyndall Federal Credit Union and any agent, independent contractor, Service Provider, licensor, designee, or assignee Tyndall Federal Credit Union may involve in the provision of Online Banking Service.

Business Day - is every Monday through Friday, excluding Federal Reserve holidays. Account transfers are processed on all Business Days that the Federal Reserve is open for business.

Business Customer - Refers to anyone other than a consumer who owns an Eligible Account with respect to which the Service is requested primarily for business purposes.

Business Day Cut-off - Refers to the cut-off time for posting purposes. The cut-off time for "scheduled" or "recurring" transfers is based on our Business Days. For posting purposes, we will process all transfers completed by 11:59 am Central Time that Business Day. Scheduled transactions completed after 11:59 am Central Standard Time will be processed on the following Business Day. The Bill Pay cut-off time is 12:00 pm (noon) Central Time.

Consumer - Refers to a natural person who owns an Eligible Account at our Financial Institution with respect to which the Service is used primarily for personal, family, or household purposes.

Due Date - is the date reflected on your Biller statement for which a bill payment is due. It is not the late date or grace period.

Electronic Funds Transfer (EFT) - Refers to any transfer of funds initiated through the Service, such as a bill payment or account transfer. If we authorize your Eligible Account(s) for EFTs through the Service, you have certain rights and responsibilities under the EFT Act (Reg E) which are further detailed in Section 17 of this Agreement.

Eligible Accounts - An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider. Should you wish to enroll in Bill Pay, a separate Bill Pay Agreement will be presented to you prior to enrollment.

You may request Internet access to any account on which you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Joint Accounts - If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Password are authorized unless we have been notified to cancel the Service. In some cases, if your account requires two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

Service Hours - You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system

maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Service or certain features.

Service Provider - includes any agent, licensor, independent contractor or subcontractor this financial institution may involve in the provision of Online Banking or Bill Pay Services.

#### **4. Featured Online Banking Services**

The Online Banking Service currently offers features such as:

- Account Inquiries for balances, rates, etc.
- Up to 12 Months of Account Statements, if you enroll in e-Statements
- Transfers between your accounts at this financial institution
- Secure emails via the Service's messaging system
- Secure File Transfers
- Payments to loans at this financial institution
- Check Images (cleared share drafts)
- Online check reorders
- Stop payment on checks that you have written
- Transfers
- Transaction downloads into Quicken<sup>®</sup>, Microsoft<sup>®</sup> Money

Optional Services – these services may be requested at any time; you will be presented with service-specific disclosures prior to enrollment:

- Bill Pay, including
  - electronic bill payment
  - electronic bill presentment
- Mobile Deposit – deposit checks using your smartphone or other mobile device
- e-Deposit Service – deposit checks using a personal scanner

We may add or remove certain features and/or functionality from time to time.

#### **5. Fees**

Online Banking Service: No charge

Bill Pay (unlimited bill payments): No charge

Tyndall e-Deposit: No charge

Mobile Deposit – No charge (standard Internet or carrier rates may apply)

For additional fees, such as those for External Account Transfers, Stop Payments, or Paid NSF's, please [click here to view our current Rate & Fee Schedule](#).

Bill Payment, Mobile Deposit, and e-Deposit privileges are subject to additional terms and conditions, as stated in their respective Agreements.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount

from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet Service fees that may be assessed by your telephone and/or Internet Service provider.

## **6. Requirements for Enrolling in the Service**

In order to enroll in the Service you must:

- Have an Eligible Account with Tyndall Federal Credit Union. Your account with us must be in good standing
- You must be 18 years of age or older
- You must be a resident of the United States or its possessions

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement. (Hardware and software requirements are outlined above in the e-Sign Disclosure).

## **7. Equipment Maintenance**

Virus Protection: You should routinely scan your computer and disks using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Firewalls: You should also utilize a firewall, (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

Patches: You should periodically update your operating system and browser for critical security related patches. Microsoft updates and patches can be found at:

<http://windowsupdate.microsoft.com>

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

WITH YOUR ACCEPTANCE BELOW AND YOUR USE OF THE SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

## **8. Electronic Disclosures**

In the future, we may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. (Hardware and software requirements for accessing these types of disclosures are outlined above in the e-Sign Disclosure).

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT ONLINE BANKING-RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at:

[tyndallebanking@tyndall.org](mailto:tyndallebanking@tyndall.org)  
850-873-3600 or 888-896-3255, Option 5 (toll-free)

In addition, you can request paper copies of documents through the Service. Additional fees for paper copies may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

## **9. Enrollment Process**

You must complete the enrollment process via the Internet to use the Service.

To enroll in Online Banking for the first time, you will use your Tyndall member number as your User ID and your GENIE24 PIN (Tyndall's automated telephone banking system) as your initial Password. Tyndall Federal Credit Union will validate your identity and enable the Service. You will be prompted to change your User ID and Password during the initial access/enrollment process. You will also be prompted to enter contact information (email address and/or phone numbers) that will be used for user authentication.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Tyndall e-Banking will verify the information you submit for accuracy and proper authorizations.

## **10. Signature Requirements**

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Service. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures.

## **11. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A scheduled transfer request may not result in

immediate availability because of the time required to process the request. A scheduled transfer request must be made before the Business Day Cut-off time of 11:59 am Central Standard Time to be effective the same Business Day.

The Service will display the most current balances on the Accounts page. There may be situations that cause a delay in an update of your balances, due to the un-posted "pending" transactions, but you will be able to see those pending transactions in most cases. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

## **12. Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this financial institution. However, current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized EFTs, which include computed initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers and bill payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Bill payments are considered third party transfers and are considered subject to Regulation D if they are withdrawn from a Share or Money Market Account. Federal regulations currently place no limits on the number of transfers or bill payments from your Checking Account; therefore this financial institution currently limits the Bill Pay Service to only Checking Accounts.

## **13. Canceling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us via the Service; however, you can edit or change a transfer that is still "pending", meaning that it has not been processed.

In order to cancel or change a pending transfer that has not been submitted for processing, use the following procedures:

- Log in and make edits to pending transfers.
- Edits must be made before 11:59 am CST for scheduled transfers to be processed the same Business Day.
- You may edit a pre-scheduled (future dated/recurring) transfer anytime before 11:59 am CST, on the Business Day before the scheduled transfer date.
- If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account if the account ownership allows you to do so.

For assistance, you can send us a secure email through the Service or call Tyndall e-Banking Support.

If you need our assistance on making edits to recurring/future dated transfers, send us a secure email through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require that you to put your request in writing and submit it to us within 14 days after the call.

## **14. Other Features Available through the Online Banking Service**

#### A. Stop Payment Feature

The stop payment feature within the Service should NOT be used to cancel transfers and bill payments.

The stop payment feature within the Service is for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts (such as check-by-phone payments for which an actual check is created with a unique check number). This feature is accessible from the Manage Money tab of Online Banking and provides a means to securely request a stop payment. If the stop payment is successful, it will post to your account immediately. Please note that a stop payment is not guaranteed for the first 24 hours, and there may be situations in which a stop payment may not be possible. If your request is urgent, we recommend that you contact our Call Center directly at 850-747-4300 (888-896-3255, toll-free), or visit your nearest branch location.

There is a stop payment fee associated with this feature. Please refer to our [Fee Schedule](#) for additional information on fees and service charges associated with stop payments. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request.

- B. Additional features within the Service include: check reorders, secure emails, address changes, and personal financial management software. Generally, requests received through the secure email feature of the Service will be processed within one (1) Business Day. For urgent requests, we recommend that you contact our Call Center.

We also offer a link for check reorders. This link will redirect you to our check printing partner to enable you to reorder your checks.

### **15. Information Authorization**

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that our Bill Pay Service Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that our Bill Pay Service Provider reserves the right to obtain financial information regarding your account from a Biller or from this financial institution (for example, to resolve payment posting problems or for verification).

### **16. Exclusions of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.



YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE TYNDALL FCU AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL TYNDALL FCU OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

## **17. Reg E Disclosures**

Please read the following EFT disclosures carefully. You should print a copy of this information for future reference.

### **A. Your Liability for Unauthorized Transfers**

Tell us **AT ONCE** if you believe your User ID or Password has been lost or stolen. Contacting us by phone is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) Business Days after you discover your Password or other means to access your account has been lost or stolen, your liability is no more than \$50 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.

If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **B. Errors and Questions**

In case of errors or questions about your EFT transactions, you must notify us as soon as possible through one of the following methods:

- Call us at 850-873-3600 or 888-896-3255, Option 5 (toll-free) during business hours;
- Write us at: PO Box 59760, Panama City, FL 32412-0760;
- Send us a secure email through the Online Banking Service; or,
- For bill payments, initiate a payment inquiry in the Bill Pay section of Online Banking.

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

1. Tell us your Name, Member Number(s), and User ID;
2. 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,
3. 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 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 account.

For Bill Pay and other EFT errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

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. The Service may revoke any provisional credit provided to you if we find an error did not occur.

#### Other Problems

If you believe an error, other than an EFT (electronic bill pay or transfer), has occurred, you can call us at:

850-873-3600 or 888-896-3255, Option 5 (toll-free) or  
Send us a secure email through the Online Banking Service.

#### C. 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 activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research and product improvement purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give your written permission.

Please refer to our [Privacy Notice](#) for additional detail on disclosure of account information.

#### Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to your instructions or our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, your Eligible Account or Bill Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
2. Your Eligible Account or Bill Payment Account(s) is closed;
3. The Service is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
4. Circumstances beyond the 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;
5. If your computer, software, or telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment;
6. If we have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary;
7. If the payment request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal.

#### Documentation and Verification of Payments and Transfers

Information regarding Online Banking and Bill Pay transactions will be reflected in the account detail and account history sections of the Service and in your regular monthly account statement(s).

### 18. **Privacy and Internet Security**

#### A. Privacy

We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our [Privacy Notice](#) before completing the enrollment process for the Service.

#### B. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the

Service, our Online Banking Department will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be tied to the Service.

User IDs and Passwords - One of the main security features protecting the Service is the unique combination of your User ID and Password. During the enrollment process, you will be asked to select a unique User ID, and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this financial institution nor its Service Providers have access to this information.

Our Service also uses a program that will help you select a good Password. Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. The Password security program will encourage you to stay away from words based on your name, address or other personal information.

For specific User ID and Password requirements, please visit the Online Banking section of [tyndall.org](http://tyndall.org).

Keep your Password safe. Memorize your Password and do **NOT** write it down. You should also change your Password occasionally, such as every 90 days. A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the **My Profile** link after you log on to the Service.

We will not contact you unexpectedly via telephone or email requesting your User ID or Password. If you are contacted by anyone requesting this information, please contact us immediately.

If you disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the system by them (e.g., such as when you provide this information to a joint account holder, spouse, and/or an aggregation service provider).

Log-On Security - For your protection, you should sign-off after every Online Banking session. However, in order to help prevent unauthorized access to your account(s), your online session will end automatically if we detect no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your User ID and Password. In addition, we will deactivate your account after five unsuccessful log-in attempts within a 24-hour time frame.

Encryption - The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. Our Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your

communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. Certificate Authority - The servers hosting our Service have been certified by a "Certificate Authority" to assure you that you are actually talking to our Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the "Certificate Authorities" key may have expired; you will need to update it on your browser. Links to upgrade your browser are located on the credit union's web site at **tyndall.org**.

Cookies - During your use of the Service, our Online Banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide a User ID and Password for each individual transaction. Users must accept this cookie to use our Online Banking product. This cookie does not contain any personal information; it simply provides another level of security for our Online Banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. We recommend that you periodically clear the cookies through your browser's privacy settings. This will remove the cookies that have been previously stored on your computer. Understand, however, that if you do so, you will have to go through the one-time passcode process again when you access Online Banking the next time.

Use of Public Computers - The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we strongly recommend that our customers refrain from accessing online accounts on a public computer. If you must do so, please do not leave the computer unattended and be sure to clear the computer's Internet options after you log off.

In addition to the security features described above, there may be other security related notices posted on our website or Service from time to time. It is your responsibility to read all security notices.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

## **19. Password and Security**

When you accept the terms and conditions of this Agreement below, you agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and bill payments you authorize using the Service. If you permit other persons to use the Service or your Password or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 850-873-3600 or 888-896-3255, Option 5 (toll-free) during business hours.

You may also contact us by sending a secure message through the Online Banking Service.

By accepting the terms of this Agreement, you acknowledge your responsibility for protecting the confidentiality and security of your User ID and Password and you agree to change it periodically and/or if you believe it has been compromised.

## **20. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time to time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **21. Address, Email, or Bill Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" email. We will also send you emails and/or secure messages through the Service regarding important Online Banking and Bill Pay Service matters and/or changes to this Agreement. You must maintain your current email address with us in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the system through the My Profile link, located in the top, right-hand corner of the Online Banking screen, or by contacting Tyndall e-Banking Support at 850-873-3600 or 888-896-3255, Option 5 (toll-free).

Any changes in your Bill Payment Account should also be made in accordance with the procedures outlined above.

We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information.

## **22. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, you may contact Tyndall e-Banking Support via one of the following methods:

1. Telephone us at 850-873-3600 or 888-896-3255, Option 5 (toll-free) during business hours; and/or

2. Write us at:

Tyndall Federal Credit Union, Attn: Tyndall e-Banking Support  
P.O. Box 59760  
Panama City, FL 32412-0760, or

3. Send us a secure email through the Online Banking Service.

Any bill payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments, including recurring

payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, Online Banking accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your account(s) to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call Tyndall e-Banking Support.

### **23. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement to any future, affiliated or unaffiliated company, directly or indirectly. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **24. No Waiver**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **25. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **26. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what our employees, our Service Providers, or our Member Service Departments say, and the terms of this Agreement, the terms of this Agreement will prevail.

### **27. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Tyndall Federal Credit Union and/or its Service Providers, unless otherwise indicated. All registered and unregistered trademarks in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

## **28. Governing Law and Relation to Other Agreements**

Accounts and services provided by this financial institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Pay Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Rev. 08/13

---

### **Proceed with Enrollment for the Service.**

By clicking on the **Accept** button below, you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with enrollment in Online Banking.

(If you do not agree, choose **Reject** below.)

If you click **Reject**, you may still enroll in our Online Banking and Bill Payment Services at a later time. You will still be asked to accept the Terms and Conditions of this Agreement.