

Knoxville TVA Employees Credit Union Online Banking/Mobile App Disclosure & Agreement

This Online Banking/Mobile App Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of Knoxville TVA Employees Credit Union's Online Banking/Mobile App electronic services ("Services"). Disclosure information that applies to Online Banking/Mobile App services offered by Knoxville TVA Employees Credit Union is given below.

Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Online Banking/Mobile App services offered by Knoxville TVA Employees Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member (if this is a joint account, singular pronouns shall include each of you), and the terms "we", "us", "our(s)", and "Credit Union" refer to Knoxville TVA Employees Credit Union. The agreement contains the disclosures required by the Electronic Funds Transfer Act.

By enrolling and using these Services to access your account, you are agreeing to the most recent terms of this Agreement which supplements the Membership and Account Agreement that was provided to you at the time of account opening.

Electronic Disclosure of Online Banking/Mobile App Disclosure and Agreement

By accessing the Online Banking/Mobile App services, you acknowledge electronic receipt of the Credit Union's Online Banking/Mobile App Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

Who is Bound by This Agreement

Each person ("signer") who enters their PIN (Personal Identification Number) and/or password or signs the Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN and/or password, or completes the online Application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. By accessing the system, or authorizing anyone else to access the system, and/or by signing the Application, you agree to be bound by the terms and conditions of the Agreement.

Right to Receive Documentation of Transactions

You will receive a monthly account statement for each month in which there are electronic transactions on your account. In any case, you will receive a quarterly statement.

Types of Transactions

Transactions using Online/Mobile Banking may be made in accordance with the rules of the relevant accounts. At the present time, you may use Online Banking/Mobile App to:

- Transfer funds between qualifying accounts under your account number
- Obtain account balances
- Transfer funds to make payments on credit union loans under your accounts
- Obtain transaction history information on your accounts

We may add new transfer capabilities or features to our Online/Mobile Banking, which will be subject to the terms governing the relevant accounts.

By initiating a transfer or payment through Online Banking/Mobile App, you authorize the Credit Union to withdraw the amount of the requested funds from the designated account in order to complete the transaction.

Transactions involving your deposit accounts will be subject to terms of your account agreement and transactions involving your line of credit and/or credit card will be subject to your loan agreement and disclosures, as applicable.

You agree that requests received by the Credit Union via Online Banking/Mobile App, including, but not limited to, requests pertaining to account information, new account services, new loans, and changes to accounts, are legally authorized by you. As such, the Credit Union shall be entitled to consider that such requests have the same legal authority as a written request signed by you for such information, services, or actions.

Your ability to transfer funds between certain accounts may be limited by federal law, account disclosures (Truth in Savings, Fee Schedule) or loan agreement. You should refer to these disclosures and agreements for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Service are counted against the permissible number of transfers described in the account disclosures and loan agreements.

Business Days

For purposes of these disclosures, our business days are Monday through Friday excluding holidays.

Username and Password

Your accounts can only be accessed through Online Banking/Mobile App by the use of a Username and Password. Depending on the features of your Mobile Device, you may be able to sign in through various optional biometric authentication. Biometric authentication is the process of verifying your identity based on your unique characteristics (biometric information), such as your fingerprint or face. Biometric authenticators are not obtained or stored by the credit union for access to Mobile Banking.

You can turn these, and any biometric authentication methods that may be offered in the future, on or off within the Mobile Banking or Mobile Device settings. You acknowledge that by enabling Mobile Banking access by biometric authentication methods, anyone who has biometric access (e.g., fingerprint or facial recognition access) to your device will also be able to sign you in to Mobile Banking and have access to your personal and payment account information.

You agree that if you give biometric access or make available your password or credentials to anyone, you are responsible for all actions taken by anyone to whom you have provided such biometric access or credentials. If you believe someone has gained unauthorized access to your account or your password has been stolen, notify us via one of the contact methods included in these disclosures.

You are responsible for maintaining the confidentiality of your password. The password should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accordingly. You agree that you will not use or allow anyone else to use your password for any transaction that is illegal under applicable federal, state, or local law.

Right to Stop Payment on Share Drafts (Checks) and Preauthorized Transactions and Our Liability for Failure to Stop Payment

A. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can also stop these payments. Here's how: Call (865) 544-5400 or write to us at P.O. Box 36027, Knoxville, TN 37930 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The stop payment is valid for 6 months.

B. Liability for failure to stop payment of preauthorized transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

Our Liability for Failure to Make Transfers

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we may be liable for the amount of the transaction. However, there are some exceptions. We will NOT be liable, for instance, if:

- your PIN and/or password has been entered incorrectly
- through no fault of ours, you do not have enough money in your account to make the transaction
- the transaction would go over the credit limit on your credit line
- the network system was not working properly, and you were aware of the malfunction when you started the transaction
- circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken
- the money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or agreement restricting a transaction
- the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

Liability for Unauthorized Access

You are responsible for all transactions (including remote deposits) you authorize under this Agreement. Your username and password should be kept confidential. If you permit others to use Online Banking/Mobile App or your password, you are solely responsible for any transactions they authorize or conduct on any of your accounts. If you authorize additional users for your Online Banking/Mobile App via the Credit Union's website or mobile app, you are responsible for the maintenance and or revocation of such authority. Inform the Credit Union at once if you believe anyone has used your password or accessed your account through Online Banking/Mobile App without your authorization.

If your statement shows transactions you did not make, including those made by card, Online Banking/Mobile App, or other means, tell us at once. You must inform the Credit Union of unauthorized transactions within 60 days after the statement date. Failure to do so may affect any dispute rights.

If you believe that someone has used your password or has transferred or may transfer money from your account without your permission, contact the Credit Union immediately.

Disclosure of Account Information to Third Parties

We would only disclose information to a third party about your account/transaction if:

- when it is necessary to complete the transaction;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government agency or court orders or other legal process;
- to any subsidiary or affiliate; or
- if you give us your prior oral or written permission.

Address Change

You are required to keep the Credit Union informed of your current physical and email addresses to ensure delivery of monthly statements.

Amendments

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records, or electronically if you have previously agreed to accept electronic records and statements. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our Online Banking/Mobile App service or designated accounts. Your continued use of the Services means that you agree to any changes. If you do not agree, you may terminate this Agreement as below.

Termination

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Online Banking/Mobile App with or without cause. We may do so immediately if:

- you or any authorized user of your account breaches this or any other agreement with the Credit Union (includes account abuse or overdrafts);
- we have reason to believe that there has been or might be an unauthorized use of your account; or
- you or any authorized user of your account requests that we do so.

Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

Reservation of Rights

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Assignment

You may not assign your accounts or this Agreement to any other party.

Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

In Case of Errors or Questions about Your Account

Call us at (865) 544-5400 or write to us at P.O. Box 36027, Knoxville, TN 37930, as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 10* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we find that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

*If you assert an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

Governing law

This Agreement shall be governed by the laws of the State of Tennessee and by applicable Federal laws and regulations.

Hardware and Software Requirements

You will need computer hardware and software sufficient to enable you to access the Internet. You will need to have a reliable Internet service provider and a browser that is SSL compliant with a minimum of 128-bit encryption and that is currently supported by the browser developer. Outdated versions of browsers or hardware, including mobile/tablet operating systems will not be supported by the Credit Union's Online Banking/Mobile App service. You are responsible for the installation, maintenance, security and operation of the computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate and/or update the computer and software properly. We are not responsible for any loss, damage or injury, whether caused by your equipment or software, the Services, or any technical or editorial errors contained in or omissions from any user guide related to the Services. We will not be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.

By using the Service, you agree to maintain current antivirus and firewall software on your computer and to promptly install the latest security patches provided by your computer manufacturer, operating system, and key applications.

If we make additional security services and features available to you, you agree that you will utilize these services and features and that by not using such security services and features you are not exercising reasonable care. If you decline to utilize these services and features, we reserve the right to limit your access to the Service. In addition, you understand and agree that, to the extent permitted by applicable law, you will be solely responsible for any losses which could have been prevented had you used the additional security services and features.

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