



EXTERNAL FUNDS TRANSFER DISCLOSURE

10.01.2013

In this Disclosure and Agreement, the words "you" and "your" mean the member or Joint Owners that applied for and/or uses any of the External Linked/Accounts Funds Transfer Services (the "Services") described in this Disclosure and Agreement. The words "we", "us", "our," and "Credit Union" mean Tampa Bay Federal Credit Union. This agreement sets forth the terms and conditions under which the Credit Union may, at your instruction, initiate a transfer of funds from your Credit Union account(s) to an account(s) you own at another financial institution or a transfer from that account to your Credit Union account. These terms and conditions affect your rights and you should read them carefully. By reading and accepting these terms and conditions you are affirming your consent to receive information electronically, you have the ability to receive and retain electronic communications, and you agree to the terms and conditions set forth in this agreement. We reserve the right to provide information and notices about this service to you by non-electronic means as well.

From time to time, the Credit Union may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective as stated on any notice sent to you. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc.

By enrolling an External Account, or by making a transfer using the Services, you accept all the terms and conditions of this Agreement and: 1.) you represent that you are an owner of that External Account and are authorized by any other owners of the External Account to enroll that account to make external transfers; 2.) You authorize the Credit Union to initiate credit and debit transactions on the External Account entered through the Credit Union's online banking or website, or to correct any errors that the Credit Union identified through External Linked Account Funds Transfers. You will be subject to all of the terms and conditions in this Agreement, and other separate account agreements and disclosures we provided, you accepted or acknowledged governing your account. For example other agreements may include, without limitation, the Universal Account Agreement, you received at your account opening; and Online Banking Agreement you accepted and received at enrollment for said services.

You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act), Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

Definitions

- External Accounts The External Linked and External Accounts held by financial institutions other than Tampa Bay Federal Credit Union which are referred to within this agreement.
- External Transfer The transfer of funds between your deposit accounts at Tampa Bay Federal Credit Union and accounts held at other financial institutions (External Accounts).
- Inbound Transfer The transfer of funds TO your deposit account(s) at Tampa Bay Federal Credit Union from an External Account.
- Outbound Transfer The transfer of funds FROM your deposit account(s) at Tampa Bay Federal Credit Union to an External Account.
- Eligible Account Any eligible Tampa Bay Federal Credit Union account established with us that qualifies to be used with the Services, such as your savings or checking account and is enrolled in the Service.
- ACH The funds transfer network system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- Third-Party Transfer(s) Transfers and payments made to beneficiaries other than you at another financial institution.

Services and Access

Once enrolled, you may use the Services to transfer funds to or from an External Linked Account. You must provide the Credit Union with the information regarding your External Account, ABA routing number, account number, name of the external financial institution, and whether the External Account is a checking or savings account. By enrolling an External Account, you authorize the Credit Union to make micro-deposits that the user of the External Account must verify, before we will allow that account for External Transfer activity.

The Credit Union reserves the right to reject an enrollment request for any reason, including without limitation positional fraud or misuse. You are aware that not all types of accounts are eligible for ACH transfer. Ineligible accounts may include certificates, IRA, trusts, custodial accounts, business accounts, corporate accounts and other types of accounts.

Transferring to an External Account

All External Transfers are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to an External Account where the transfer would not be allowed under the rules and regulations of such accounts. When you process a transaction for an External Linked Account Transfer to an External Account, we will hold the funds on the scheduled date of the transaction. The hold will remain in effect until the funds are sent and the transaction is completed.



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The credit union may honor but is not required to honor External Linked Transfers to an External Account if the account has non-sufficient funds to cover the transfer. The Credit Union may, at its sole discretion:

- Honor funds transfers under the terms of your overdraft protection, Courtesy Pay or other programs and Agreements with us
- Refuse to honor the funds transfer
- Cancel any and all External Transfers to any and all External Accounts.

Any External Transfer to an External Account that is returned to us for any reason, the credit union will return the funds, within a reasonable amount of time to your account.

Transferring From an External Account

All External Transfers from External Accounts are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds from an External Account where the transfer would not be allowed under the rules and regulations of such accounts. When you process a transaction for an External Transfer from an External Account, your funds will generally be available on the second business day after the day of deposit. If we are not going to make funds from your deposit available as described herein, we will notify you of longer delays as required by our Funds Availability Disclosures.

If any External Transfer from an External Account is rejected or returned, you authorize the Credit Union to collect from any of your shares accounts maintained at the credit union including credit card or any overdraft protection program. (See your credit card disclosure for applicable fees). If funds are not available from any of your credit union accounts, you agree to reimburse the credit union for the amount of the return along with any applicable service fees, collection fees, and/or legal fees.

Transfer Limits

For your security, the Credit Union has established limits on the amount of funds and transactions that can be transferred during any one day. The Credit Union from time to time, at our discretion and for security and risk management purposes, modify the daily or monthly limits, the frequency, or the dollar amounts of each transfer made using this service. Limitations on aggregate or individual transfer transaction amounts may be changed at any time without notice.

Fees and Charges

There currently is a \$3.00 charge for outbound External Transfers and no charge for inbound External Transfers coming into your account, except as otherwise noted in our Fee Schedule or your applicable account agreements. We reserve the right to change the fees or other terms of this agreement at any time. Fees may be charged by the external financial institution.

Hours of Access

Services are generally available 24 hours per day, 7 days per week, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance.

Processing External Transfers

Transmissions originate from the Credit Union offices in Tampa, Florida. Transfers initiated through the Services before 2:00 p.m. on a business day are processed the same day. Transfers completed after 2:00p.m. or on a non-business day will be processed on the next business day.

“Business day” shall mean Monday through Friday, except observed Federal holidays. The term “Business day” does not include any Saturday or Federal holiday, even though our office may be open. You are responsible for understanding and building into your transfer schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

Prohibited Payment

Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control’s Specially Designated Nationals list. The Credit Union reserves the right to refuse any transfer to whom you may direct. The Service will notify you promptly if it decides to refuse to perform a transfer designated by you. This notification is not required if you attempt to make a prohibited transfer or an exception transfer under this Agreement.

Settlement of Transfers

Transfers to and from External Transfer accounts could take between one and three business days to settle. Immediate transfers may take up to three days before funds have actually posted to the account. Scheduled transfers, both one-time and recurring, will settle one to three days after the transfer scheduled date.



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Termination of Service

Termination of Service with an External Account may be requested by you, or by any other owner presenting ownership of that External Account. This agreement will continue to be in effect for any transactions that cannot be cancelled at the time of your termination.

We reserve the right to terminate any access to this service. The Credit Union may remove any or all enrolled External Linked Account(s) for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction returns, or any other unauthorized access to this Service.

Authorized User

The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Services using valid Member and User login IDs and passwords, including such persons who may not be signers on Member's Account. Except as otherwise provided by law, you will indemnify Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each Authorized User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transfer by placing a call to any authorized signer on your account at our discretion. We may deny your access to the Services without prior notice if we are unable to confirm any person's authority to access the Services or if we believe such action is necessary for security reasons.

Security and Unauthorized Transfers

You understand the importance of your role in preventing misuse of your Accounts associated with the Services. You agree to protect the confidentiality of your Accounts and Account number and passwords.

If you think someone has compromised your access to the Services; or an unauthorized External Transfer or other type of online truncation has been made from one of your account; and or believe any passwords have been lost, stolen, used without your permission, or otherwise compromised, you should immediately change your password and notify us by email at: memberservices@tampabayfederal.com or by phone at 813-247-4414 or by mail at: Tampa Bay Federal Credit Union, PO Box 7492, Tampa, FL 33673.

By providing prompt notice, you may limit your personal liability for unauthorized transfers as more fully described in your Universal Account Agreement and other applicable agreements with us.

Use of Services

You acknowledge and agree the Credit Union is relying upon the information you provide in originating a transfer on your behalf. Errors in the information are your responsibility, including incorrect or inconsistent account names, numbers, ABA information, or name of financial institution holding your account. Although you represent and warrant to the credit union you are the owner of each account and describe it to us by name and account number, you understand and agree if the instructions identify an account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand some financial institutions holding your accounts may not investigate discrepancies between names and numbers. In addition, you agree the Credit Union has no responsibility to investigate discrepancies between names and account numbers in this or any instances.

External Transfers sent to invalid or incorrect account numbers may be not recoverable and the Credit Unions is not responsible for returning funds due to an unrecoverable External Transfer error.

You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the Services and related systems, as well as, accessing or using the Services or its systems in any other unauthorized manner. You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the Services, or its system by you or your authorized Users.

You are prohibited from using the Services for any activity that:

- Would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations; or
- Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG; or
- Directly or indirectly related to the use of the Services that is illegal or fraudulent.

Termination

We are permitted to terminate any or all of the Services immediately should you breach any part of this Agreement or of the Membership Agreement. We are also permitted to terminate any or all of the Services immediately if we are no longer able to provide such Services.



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Error Reporting and Claims

If you think your statement is wrong, if you need more information about a transfer listed, or In case of errors or questions, e-mail phone us at: memberservices@tampabayfederal.com or by phone at: 813-247-4414 or by mail at: Tampa Bay Federal Credit Union, PO Box 7492, Tampa, FL 33673.

You can see a complete statement of all of your funds transfers affected or pending at any time within Online Banking. We must hear from you within 60 days after we FIRST posted the transfer to your statement.

- 1) Tell us your name, and the account number of the account to which the error relates.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether we committed an error within ten (10) business days (20 business days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable accounts within ten (10) business days (20 business days for new member accounts) for the amount you believe is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) business days, we may not credit/debit the applicable accounts.

We will tell you the results of our investigation within three (3) business days. If we conclude we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of financial institutions holding the account(s). Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant financial institution of the recipient. Any rights you may have against a financial institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such financial institutions, including any time limits during which complaints must be made.

Confidentiality

You acknowledge that we will disclose information to third parties about your Account:

- A. To enable your access to the Services and its systems.
- B. When it is necessary for completing deposits, and
- C. As required by law.

Disclaimer of Warranty and Limitation of Liability

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO THE SERVICES.

THE CREDIT UNION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR ITS NEGLIGENCE IN PERFORMING THOSE SERVICES. THE CREDIT UNION SHALL NOT BE RESPONSIBLE FOR THE MEMBER'S ACTS OR OMISSIONS (INCLUDING WITHOUT LIMITATION THE AMOUNT, ACCURACY, OR TIMELINESS OF TRANSMITTAL) OR THOSE OF ANY PERSON, INCLUDING WITHOUT LIMITATION ANY FEDERAL RESERVE FINANCIAL INSTITUTION OR TRANSMISSION OR COMMUNICATIONS FACILITY, AND NO SUCH PERSON SHALL BE DEEMED THE CREDIT UNION'S AGENT. THE MEMBER AGREES TO INDEMNIFY THE CREDIT UNION AGAINST ANY CLAIMS, DAMAGES, LOSS LIABILITY, OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSE) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT THE CREDIT UNION IS RESPONSIBLE FOR ANY ACT OR OMISSION OF THE MEMBER, OR ANY OTHER



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PERSON DESCRIBED IN THIS PARAGRAPH.

IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH THE MEMBER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FORGOING PROVISIONS, OR THE PROVISIONS OF THIS AGREEMENT, THE CREDIT UNION SHALL BE EXCUSED FROM FAILING TO ACT OR FROM DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND THE CREDIT UNION'S CONTROL. IN ADDITION, THE CREDIT UNION SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING A DEPOSIT IF SUCH TRANSMITTAL WOULD RESULT IN THE CREDIT UNION VIOLATING ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE OR ANY RULE OR REGULATION OF ANY OTHER UNITED STATES GOVERNMENTAL REGULATORY AUTHORITY.

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN TO THE CONTRARY, IN THE EVENT OF DEFAULT UNDER THE TERMS OF THIS AGREEMENT BY THE MEMBER, THE CREDIT UNION SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY.

Governing Law

This Agreement shall be construed in accordance with Florida law and the laws of the United States of America. We and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this Agreement, will exclusively be in the state or federal courts located in Tampa, Florida.

Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

Headings

Headings of sections are inserted only for convenience and shall not be used to define, limit or construe the scope of any term or provision of this Agreement.