

HERITAGE TRUST FEDERAL CREDIT UNION  
ONLINE SERVICES – ON LINE BANKING AND BILL PAYMENT  
AGREEMENT AND DISCLOSURE

This Agreement is the contract which covers your and our rights and responsibilities concerning all Heritage Online Services offered to you by Heritage Trust Federal Credit Union. Heritage Online Service permits you to electronically initiate account transactions and bill payments involving your accounts and communicate with the Credit Union. In this Agreement, the words "you" and "yours" mean those who sign the Membership Application or any Heritage Online Services authorization form as applicant or joint owners. The words "we," "us," and "our" mean Heritage Trust Federal Credit Union ("Credit Union"). The word "account" means any one or more deposit accounts you have with the Credit Union. By requesting and using Heritage Trust Online Services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision in this agreement vary from the terms set forth in the Membership Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The purpose of this Agreement is to: (1) summarize the rules applicable to common Transactions; (2) establish rules to govern Transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or Transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing an Application or your acceptance, use or continued use of any electronic account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, as amended from time to time.

**Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The purpose of this Section is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation loans and other services. You understand that the agreements, terms, conditions, rules and regulations applicable to your loans, and any other applicable account(s) or service(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. Further, to the extent that the terms of a specific Subsection of this Agreement vary from the terms set forth in this Section, the specific terms and conditions of the Subsection will govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in your Account Card(s), account receipts, addenda or schedules that accompany agreements and/or disclosures, statements and certificates; any other application or agreement we require; together with the Credit Union's Bylaws, policies and procedures, which are herein collectively referred to as "Agreement". This Agreement governs all services whether opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. Transactions on your account may also be governed by agreements with third parties such as NACHA's (The National Automated Clearing House Association) Operating Rules, which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties' requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

Heritage Online Services includes Bill Pay and Presentment (eBills), Funds Transfer, Secure Messaging, and all other services provided within Online Banking.

### **ON-LINE BANKING/BILL PAYMENT EXPLANATION OF MULTI-FACTOR AUTHENTICATION**

In an effort to strengthen the security and protection of the bill payment/account to account transfer function in our on-line banking platform, our service provider has implemented additional challenge questions that may be asked each time you pay your bills on-line. These increased security measures are being mandated by the FFIEC (Federal Financial Institutions Examination Council).

The questions are knowledge based. That means they are based on "something you know". You may be asked up to 4 questions. If you answer a question incorrectly, you may have to begin the process again. The questions will change each time you log into the bill payment portion of on-line banking. These questions may appear to be "intrusive" on your personal life, and may reach back several years.

Please be advised that the credit union has no knowledge of the questions being asked and did not have any input regarding the variety or the content of the questions you are asked. Information to develop the questions is obtained by reviewing information contained in credit bureau reports, public records, and other public sources. We will not be held liable for the number or types of questions that are asked.

Electronic funds transfers ("EFTs") are electronically initiated transactions involving your deposit accounts at the Credit Union by the use of a computer.

1. **Online Banking Services.** Upon approval, you may use a computer to access your accounts. You must use your Heritage Trust member number and password set during registration to access your accounts. The Heritage Online Services are accessible 7 days a week, 24 hours a day, unless under unavoidable circumstances. You will need a personal computer and a compatible web browser such as Microsoft Internet Explorer®. You are responsible for the installation, maintenance and operation of your computer. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone and/or Internet Service Provider. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service provider or your computer. At the present time, you may use the online banking service to:
  - Set up, change or check current information
  - Review the status of Heritage Trust accounts
  - Transfer funds between Heritage Trust accounts and other financial institution accounts
  - Transfer monthly credit card and loan payments

- View account statements
  - Pay bills with Bill Pay service
  - Communicate with a Heritage Trust representative using secure messaging
  - Export account history to Quicken
  - Receive email notifications
  - Receive the following documents: Statements, Disclosures, Loan Documents, including Loan Coupons, Tax Forms, Dormant Account letters, Certificate Maturity Notices, Delinquent Loan Notices, Negative Share Balance Letters, Privacy Notice, HELOC Payment Notices, and Address Change Notices.
2. **Online Banking Service Limitations.** The following limitations on online banking transactions may apply:
- α. **Transfers.** Regulation D: Transfers from your savings to another account by telephone or automatic transfer are limited to a total of **SIX (6)** per month. This includes Voicemail, Internet Banking, Heritage Trust Contact Center, ACH, Preauthorized Drafts and Overdraft Protection. You may make funds transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
  - β. **Funds Transfer.** Transfers from your savings account that will reduce the balance below the required minimum (\$5.00) are not permitted. Any external or internal Funds Transfer payment which creates an overdraft will be charged an insufficient funds (NSF) fee, or an Enhanced Overdraft Protection (Courtesy Pay Fee). Refer to the Schedule of Fees for these fees. Transfers cannot be made from any account where balances are restricted, such as dormant status, accounts subject to legal process, or other encumbrance restricting the transfer (such as a loan secured by shares). If you transfer funds to your account at another financial institution, be aware that it may take 3 to 4 business days for the funds to be deposited to your account there. If you arrange to have funds transferred from your account at another financial institution, it could take up to 5 business days for the funds to be deposited to your account here.
  - γ. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
  - δ. **Email.** You may use the [heritage@htfcu.org](mailto:heritage@htfcu.org) email address to contact us. The Credit Union may not honor requests to perform transactions or account maintenance (address changes). If you need to contact the Credit Union immediately regarding your account(s), you may call (800) 845-5550 or (843) 832-2600. You may also use the secure messaging service within Online Banking to contact us.

- ε. Connection. Your internet banking session will "Time Out" after 10 minutes of inactivity. You will be notified before disconnection and an option will appear to stay connected. If you time out, you must reconnect or log in.
- φ. Bill Pay and Presentment. When you apply for bill payment service you must designate a checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution. You must have a valid US address to be eligible for bill payment.

You or any persons who you have authorized to use your online banking or bill payment service can perform the following transactions:

- i. Make Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement a manual or recurring amount, from your designated checking account.
- ii. Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.
  - Bill Payment Transactions. You authorize us to process bill payments from your designated account. In any event the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. You may use the bill payment service to initiate two different types of payment transactions:
  - "One Time" payments are payments that are not recurring. The payments can be edited or canceled through the bill payment service before your Send On Date.
  - "Recurring" payments are payments that are reoccurring on a fixed date and fixed amount. The payment can be edited or canceled through the bill payment service before your Send On Date.
- iii. Authorized Payments. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your designated checking account. If you do not have sufficient funds in your account to make the bill payment request, we may either refuse to make the payment or we may make the payment and transfer funds from any overdraft protection account you have established. If we make a payment on your behalf, and you do not have sufficient funds to cover the payment, we may charge you an insufficient funds (NSF fee), or an Enhanced Overdraft Protection Fee (EODP). The Credit Union reserves the right to refuse to process payment instructions that we reasonably believe to be fraudulent or erroneous.
- iv. Processing Payments. The amount of your requested bill payment(s) will be deducted from your designated checking account on the "Payment Processing Date." Therefore, you must have sufficient funds available to cover your payment(s) on Payment Processing Date. There is a dollar limit of \$9,999.00 (or your available balance, whichever is less) on any

payment. Bill Payments are delivered to the payee either electronically, or by check to those payees not set up to accept electronic payments. The estimated arrival date is calculated by the zip code where the payment is being mailed, and it takes into consideration if the payment is being remitted electronically or by check. You will be able to see the estimated arrival date on the Bill Pay site. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

v. Canceling or Editing Bill Payments. If you discover an error in, or want to change a payment (i.e. payment due date or amount) for a bill that you have already scheduled for transmission through the Bill Payment Service, you can cancel or edit your bill payment any time before the payment cut-off time on the payment processing date. If your request is not entered on time, you will be responsible for the payment.

vi. Stop Payments. You may not place a stop payment on electronic drafts, including ACH, EFT, Bill Payment or paper checks submitted via electronic means. You must call 1-800-845-5550, or 843-832-2600, or visit one of our branches to place a stop payment on electronic drafts or bill payment items. There may be a Stop Payment fee (see current fee schedule).

vii. Returned Bill Payment Process. In using the service, you are requesting the system to make payments for you from your designated checking account. If we are unable to complete the transaction for any reason (e.g. there are not sufficient funds), the transaction may not be completed. If we are unable to process the transaction, you will receive an electronic notice from the Credit Union.

γ. General Limitations. The following limitations on online services from the Credit Union may apply.

1. Availability. Online Services are available seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's services may not be available due to system maintenance.
2. System Limit. There is a limit of three log- in attempts. After three unsuccessful attempts to log into Online Banking, your account will be locked. To unlock your account, please contact the Credit Union at the number located at the end of this disclosure
3. Account Information. The account balance and transaction history information may be limited to recent account activity involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability policy.

2. Security. The personal identification number or password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to

use your password, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your password and the Credit Union suffers a loss, we may terminate your electronic funds transfer, online and account services immediately.

3. **Member Liability.** You are responsible for all transfers you authorize using the Heritage Online services under this Agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, contact us immediately if you believe anyone has used your password and accessed your accounts without your authority. Reporting the issue is the best way to avoid possible account issues. For Heritage Online Services transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement indicates Heritage Online Services transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, or you received your statement electronically (eStatement), you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your password has been compromised, or that someone has transferred or may transfer money from your account without your permission, change your password immediately and call: (843) 832-2600 or (800) 845-5550 or write:

Heritage Trust Federal Credit Union  
PO Box 118000  
Charleston, SC 29423-8000

4. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
5. **Fees and Charges.** The Heritage Online Services is free. Charges may apply to Funds Transfer or the Bill Pay services. Please see the Fee Schedule for fees that may apply.
6. **Right to Receive Statements.** Transfers and withdrawals transacted through Heritage Online will be recorded on your periodic statement. Periodic statements can be provided by mail or delivered to you electronically. You will receive a statement monthly, unless you only have a savings account with Heritage Trust and in this case, you will receive a statement at least quarterly.

**eStatements** - By completing the eStatement form online, you understand and agree that you will not receive statements in paper form. You have the right, at any time and without charge to withdraw your consent for electronic delivery of your account statements and again receive them by mail. Even though you have requested electronic delivery of your statements, you may obtain a paper copy, by utilizing one of our lobby computers located at one of our nearest branch locations at no charge, or you may contact Heritage Trust by calling (800) 845-5550, or (843)832-2600, or completing the statement copy request form online. If you request an additional statement copy by mail, there may be a charge. Please refer to the schedule of fees.

**eStatement History-** The Credit Union advises that you save your eStatement to your personal computer or print out a copy for your records. The credit union will keep at least a 12 month history of your eStatements online at anytime.

**eStatement Notification-** Provided that we have a valid email address, you will receive an email notification, when your monthly statement is available. Notifications can only be sent to one email address. It is your responsibility to update your email address either by notifying Heritage Trust Federal Credit Union anytime you have a change in your email address, or by updating it in Online Banking.

- a. **Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to, or from your account, on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for:
- α. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit union limit on your line of credit, if applicable.
  - β. If you used the wrong password, or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
  - χ. If your computer fails or malfunctions, or Heritage Trust Online Services was not properly working, and the problem should have been apparent when you attempted to process your transaction.
  - δ. If circumstances beyond our control (such as fire, flood, telecommunication outages, or strikes, equipment or power failure) prevent making the transaction.
  - ε. If the funds in your account are subject to an administrative hold, legal process or other claim.
  - φ. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
  - γ. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular creditor and a fee, penalty, or interest is assessed against you.
  - η. If the error was caused by a system failure beyond the Credit Union's control such as telecommunications system, an Internet service provider, any computer virus, or problems related to software not provided by the Credit Union.
  - ι. If there are other exceptions as established by the Credit Union.

- 8. Inappropriate Transactions.** You warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third Party Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any

transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel casino. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**9 Termination of Heritage Online Services or Electronic Funds Transfer Services.**

You agree that we may terminate this agreement and your electronic funds transfer services, if you, or any authorized user of your Heritage Online Services password, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or password. You or any other party to your account can terminate this agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

**10. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with a notice before the effective date of any change. Use of this service is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

**11. Billing Errors.** In case of errors or questions about your Heritage Online Services transactions, telephone us at (800) 845-5550 or (843) 832-2600. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and member number.
- b. Tell us the dollar amount of the suspected error.
- c. Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (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 ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent

possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

- 12. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed under the laws of state of South Carolina as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the agreement the prevailing party shall be entitled, subject to South Carolina law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this agreement.
- 13. Information Disclosure.** We will disclose information to third parties about your account or the transactions you make: (1) when it is necessary for completing transactions, or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (3) in order to comply with government agency or court orders, or (4) if you give us your written permission.
- 14. Equipment and Technical Requirements.** I understand that to have Heritage Trust Online service access, I am required to acquire the necessary equipment, services and software. These include a personal computer, modem, Internet Service Provide (ISP) and Microsoft Internet Explorer® browser or other approved browser software. As browsers are updated over time, older versions may not function effectively for Heritage Trust Online services. It is my responsibility to upgrade my browser, when it becomes apparent it is needed, to ensure that I can access The Heritage Trust Online service.
- 15. Alterations and Amendments.** The terms of this agreement, applicable fees, and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union will make a notice on the web site, in writing or via email to notify you.
- 16. Termination or Discontinuation.** In the event you wish to discontinue the Online Service, you must contact the Credit Union by calling (800) 845-5550, (843) 832-2600, or by written correspondence sent via mail to:

Heritage Trust Federal Credit Union  
P.O. Box 118000  
Charleston, SC 29423