

FLORIDA TELCO CREDIT UNION

"PRIVATE PC" INTERNET BANKING AGREEMENT

1. In the following Agreement, Electronic Funds Transfer Disclosure and Fee Schedule:
 - (a) the singular includes the plural;
 - (b) "Internet Banking" means "Private PC Internet Banking" service;
 - (c) "Credit Union" means Florida Telco Credit Union;
 - (d) "you" and "your" means each person authorized to access your account by you or Credit Union through Internet Banking
 - (e) "Account" means any and all deposit, transaction and share accounts owned by any of you;
 - (f) "Line of credit" means any and all lines of credit issued by Credit Union to any of you;
 - (g) "Loan" means any and all loans extended by Credit Union to any of you; and
 - (h) "PIN" means your Internet Banking personal identification number.
2. To access your Account, Line of Credit or Loan using Internet Banking, you must use your PIN (Personal Identification Number).
3. You will hold your PIN in strict confidence. You will notify Credit Union immediately of loss or theft of the PIN. If Credit Union receives such notice, Credit Union may, in its discretion, freeze your Account, Line of Credit or Loan to prevent further electronic access. Credit Union may, at its discretion, reissue and reactivate a new PIN for your use.
4. Delivering the PIN to another person constitutes authorization of that person to conduct any Internet Banking transaction or inquiry on your Account, Line of Credit and/or Loan using Internet Banking. You shall be liable for all authorized Internet Banking transactions.
5. Authorized use of the PIN for any Internet Banking transaction is an order by you for that transaction on your Account, Line of Credit and/or Loan. Transactions after close of business as defined in your Electronic Funds Transfer Disclosure - What Constitutes a Credit Union Business Day- may not be posted to the Account, Line of Credit and/or Loan until the next Credit Union business day.
6. If offered by Credit Union, you may use the BillPayer PLUS feature of Internet Banking to pay bills from your share draft (checking) Account. Payments may be remitted electronically or by paper check, depending upon the preferences and capabilities of the payee. If you instruct BillPayer PLUS to make a payment on a specific date, we will process the transaction on that date if it is a business day. If the date you request is not a business day, we will process the transaction on the next business day. Instructions we receive on a business day before 8:30 a.m. will be processed that business day (unless you specify a future date.) Instructions we receive after this time may not be processed until the next business day. Your share draft (checking) account must contain sufficient, available, verified funds at the time the BillPayer PLUS payment order is initiated by us for the payment order to be processed. Sufficient, available, verified funds must be in the account by 8:30 a.m. on the date that the payment order is to be initiated. If a payment order is not processed due to insufficient funds, you must initiate the order again in order for it to be processed. Funds will overdraw from other sources selected by you for share draft overdraft protection, (shares, line of credit, etc.) to pay a BillPayer PLUS payment order, within any applicable transfer limitations. You must allow sufficient time for vendors to process your payment after they receive a payment from us. We cannot guarantee the time that any payment will be credited to your account by the vendor. We shall have no liability for any special, indirect or consequential damages arising from any failure of or error in any BillPayer PLUS payment order.
7. Except as inconsistent with this Agreement, use of Internet Banking is subject to the terms and conditions of your Membership and Account agreements, Cross-Account Transfer Agreements, Line of Credit agreements and Loan agreements as amended by Credit Union from time to time, which are incorporated by reference herein. Changes in the terms and conditions of your Membership and Account agreements, Cross-Account Transfer Agreements, Line of Credit agreements and Loan agreements may affect the use of Internet Banking.
8. This Agreement may be amended by Credit Union at any time in its discretion. You will receive notice of amendments as required by applicable law without restatement of the terms herein. You agree to electronic communication as a method of delivery of any notice of amendments of this Agreement, or any other disclosure.

9. You agree to pay all charges to your Account, Line of Credit and/or Loan made by you and any person authorized by you to use the PIN. You agree to pay any fees and charges assessed against your Account, Line of Credit and/or Loan under the terms of this Agreement, the Fee Schedule and any other agreement with Credit Union. If you do not pay any amounts owing to Credit Union under this Agreement (including any overdrafts on your Account), you authorize Credit Union, in its sole discretion, to add any amount owing to Credit Union to the balance of any Loan or Line of Credit you have with Credit Union or deduct from any account with Credit Union in which you have an ownership interest.

10. Internet Banking and the PIN are the property of Credit Union which may, without liability to you or advance notice (except as required by applicable law), revoke or limit any or all uses of the PIN and/or Internet Banking. You may not use the PIN or Internet Banking after Credit Union revokes the PIN or your use of Internet Banking. If you have not accessed your account with Internet Banking for a period of 90 days, your access will be terminated by Credit Union. If your access is terminated due to inactivity, you may request reactivation of Internet Banking when needed. We may require that request to be in writing.

11. You may terminate your PIN or your use of Internet Banking by mailing or delivering written notice to Credit Union. However, your notice will be ineffective until Credit Union receives your notice and has a reasonable opportunity to act upon it. In any event, your notice will not be binding on Credit Union before midnight of the Credit Union business day following the receipt of such notice by Credit Union.

12. You agree to indemnify Credit Union for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by Credit Union in the event of an overdraft or your failure to perform according to the provisions of this Agreement. You agree to hold Credit Union harmless for any failure of the Internet Banking system due to electronic, mechanical or similar problems beyond the control of Credit Union.

13. Statements and notices will be mailed to you at the most recent address you have given Credit Union. Notice to any of you will be notice to all of you.

14. To be effective, any waiver or modification of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.

15. In the event that any paragraph of this Agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.

16. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be within the jurisdiction of the court of the county in which the Credit Union's principal place of doing business is located.

17. If legal action is necessary to enforce this Agreement or collect any amounts owing to Credit Union or fees or charges assessed under this Agreement, Credit Union has the right, subject to applicable law, to payment by you of all attorney's fees and costs, including fees on any appeal and any post-judgment actions. You agree that such legal action may be filed and heard in the county and state in which Credit Union's principal place of doing business is located, if allowed by applicable law.

FLORIDA TELCO CREDIT UNION PRIVATE PC INTERNET BANKING and BILLPAYER PLUS ELECTRONIC FUNDS TRANSFER DISCLOSURE

Consumer's Liability for Unauthorized Transfers and Advisability of Prompt Reporting

Tell us AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum Line of Credit). If you tell us within two business days, you can lose no more than \$50 if someone used your PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your PIN, and we can prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Telephone Number and Address to Be Notified in the Event of an Unauthorized Transfer

If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your Account or Line of Credit without your permission, call (904) 723-6300 or (800) 342-2352 (in Florida) or write us at Florida Telco Credit Union, P.O. Box 16688, Jacksonville, FL 32245-6688.

What Constitutes a Credit Union Business Day

For purposes of Electronic Funds Transactions, our business days are Monday through Friday, excluding holidays. Our business hours are 8:30 a.m. to 4:30 p.m. on Monday through Thursday; and 8:30 a.m. to 6:00 p.m. on Fridays.