

ONLINE ACCESS AGREEMENT

This Agreement governs your access to online credit union financial services ("Online Services") being offered by UT Federal Credit Union ("we", "us", "our" or "Credit Union") now and in the future. As a member of UT Federal Credit Union, you are eligible to enroll for our Online Services. By using the Online Services, you, and any person you authorize to use your access to the Online Services, agree to abide by the terms and conditions of this Online Access Agreement (the "Agreement").

I. Definitions

"Account(s)" means the accounts that you have with us for personal, business or household use which will be debited for Bill Pay payments made to Payee(s).

"Business Day" means every weekday that we are open for business, Monday through Friday, except federal or state holidays.

"Bill Pay" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via the Internet.

"Bill Pay ID" means an ID you provide within the Bill Pay service for small businesses.

"Electronic" means electronic, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Payee" means any individual, Credit Union, educational institution, company, merchant or other business entity you wish to pay using Online Services.

"Password" means the confidential identification number or code assigned to you by us or selected by you for identification purposes in connection with the Online Services.

II. Setup and Use of Online Services

A. Eligibility. In order to activate Bill Pay, you must have at least one checking account with us. You must also designate a Bill Pay ID (for business accounts only), obtain a password and pay the required fees described in this Agreement. We may require you to change the password from time to time for security reasons. You should keep the password in a secure location. Any person having access to your Bill Pay ID and password will be able to access Bill Pay and perform all transactions, including reviewing account information and making transfers to other entities. Because of the site security system, should a user attempt to access a secure area more than six (6) times using an invalid user ID or password, that user will be locked out of the secure areas of the site. To regain access the secure areas, a user must contact our Call Center at (865) 971-1971 or (800) 264-1971.

B. Access. Online Services are generally accessible 24 hours a day, seven days a week, except for reasonable periods on a daily basis for system maintenance. We are not liable for any failure to provide access to online banking or Bill Pay. We may modify, suspend, or terminate access to online banking or Bill Pay at any time and for any reason without notice or refund of any fees.

C. Equipment Requirements. A computer with access to the Internet and a web browser able to support 128 bit encryption is required to use online banking or Bill Pay services. You are responsible for the correct set-up, maintenance, and security of your computer and Internet connection. We are not responsible for any errors, damages or other losses you may suffer due to malfunction or misapplication of any system used, including your browser, Internet service provider, software, or any equipment you may use (including telecommunications facilities, computer hardware and modem) to access or communicate with online banking and Bill Pay services.

D. Limitation of Liability.

1. Disclaimer of Liability. You are responsible for the correct set-up and installation of a web browser or related software to gain Internet access to and use of online banking and Bill Pay services. You agree that neither we nor any of our service providers shall be liable for any loss or damages (whether direct, indirect, special or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by us, the hardware or software or a system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to access and/or operate online banking and Bill Pay services.

2. Disclaimer of Warranties.

(a) Warranties of Fitness and Merchantability. NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU

CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER ONLINE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

(b) Computer-related Warranties. Neither we, nor any of our subsidiaries, nor any information provider is liable for any computer virus or software-related problems that may be attributable to services provided in connection with the Online Services.

III. Online Services

A. Bill Pay Services Offered. You may use the Bill Pay services to access accounts. These activities are limited to the extent noted herein and in the Account Agreements governing your various Accounts. Through the Bill Pay service, you can pay bills either on an automatic, recurring basis or periodically as you request. You must provide us with the name and address of the payee (i.e., the party to be paid), your account/reference number (if any) with that party and any other information we require to properly debit your account with us and credit your account with the payee. Payees must be within the U.S. or its territories. Please allow six (6) business days for processing the information. If you wish to add or delete payees, you may make these changes online through the Bill Pay service. You authorize us to make all changes you submit through the Bill Pay service or that are submitted by any other person having access to your Bill Pay service ID, password, and account information. Our Online Services allow you to:

- Review transaction history
- Issue payments to pay balances on Accounts with us or with other institutions
- Make transfers between accounts

B. Specific Information about Bill Pay

1. Bill Pay Service. When you sign up for Bill Pay service, you must designate an Account with us as your Bill Pay account. When you schedule a Bill Payment using the Online Services, you authorize us to withdraw the necessary funds from the Bill Pay account. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Bill Pay account on the date we attempt to process payment.

2. Processing Bill Pay Payments. We deduct the amount of your transaction from your Account on the date we process the instruction. If the date on which you schedule a payment falls on a weekend or holiday, we process the instruction the prior Business Day. To ensure that your payments arrive on time, you must schedule payments to be processed **at least three (3) Business Days before** the payment due date for **ACH payments** and **at least six (6) Business Days before** the payment due date for **Check payments**. This generally allows sufficient time for the Payee to receive and post the payment. We are not responsible for postal delays or processing delays by the Payee.

When you add Payees to the Online Service, you must enter your account/reference number and address as they appear on the relevant payment stub or invoice. Occasionally, a Payee may choose not to participate in the services, or may require additional information before accepting payments electronically. We work with these Payees to encourage them to accept an electronic or check payment from the Credit Union. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future electronic payments to that Payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain Payees.

3. How Bill Payments are Made. We process all payments you make through the Online Services by either sending an electronic transmission to the Payee or by mailing a draft to the Payee, based on the information you have provided to us regarding the Payee. Please note, Payees who receive electronic delivery will receive your payment information, including the Account number, through a computer link. Electronic payments are generally received and credited by most Payees within three (3) Business Days. All drafts drawn on your Account are mailed through the U.S. Postal Service. Draft payments are generally received and credited by most Payees within five (5) to seven (7) business days.

4. Setting Up Payees/Payments and More on the Process.

HOW TO SET UP PAYEES/PAYMENTS

If you want to add a new "PAYEE", select the "Payee" tab located in the service.

You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

The Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

You may pay any "Payee" within the United States (including U.S. territories and APO's / AEO's).

The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

THE BILL PAYING PROCESS

Single Payments – a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently 3 pm Eastern Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

SINGLE AND RECURRING PAYMENTS

The system will calculate the *Estimated Arrival Date* of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

CANCELLING A PAYMENT

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

IV. Fees

For the fees applicable to your selected Online Services, refer to the "Schedule of Fees and Charges" attached as **Schedule 1**. You agree to promptly pay all fees and charges for services provided under this Agreement and authorize us to debit the Primary Online Account. If you close the Primary Online Account, you must notify us and promptly identify a new Account as the Primary Online Account. If any fees or charges cannot be paid, we may cancel your access to any or all Online Services. After cancellation, your access to Online Services may be reinstated by contacting UTFCU at (865) 971-1971

or (800) 264-1971 once sufficient funds are available in your Primary Online Account to cover all accrued charges, fees and any other pending transfers or debits.

V. Parties' Rights and Responsibilities

A. Your Rights and Responsibilities.

1. Authorized Use of Services by Other Persons. You are responsible for keeping the password and Account data confidential. We are entitled to act on transaction instructions received using your password, and you agree that use of the password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your password in any manner, said authorizations will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed the password. You are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your password.

2. Report Unauthorized Transactions. You must notify us immediately if you believe that the password has been lost or stolen or that someone has transferred or may transfer money from your Account without permission or if you suspect any fraudulent activity on any Account.

3. Your Liability for Unauthorized Transactions. NOTE: Federal law requires that if you believe the password has been lost or stolen, and you notify us within two (2) business days after learning of the loss or theft, you can be liable for no more than \$50 if someone used the password without your permission.

Please notify us AT ONCE if there is reason to believe the password has been lost or stolen. Telephoning is the best way of limiting your possible losses. If you do not notify us promptly, it is possible that you could lose all the money in your Accounts plus the maximum overdraft line of credit. If you DO NOT TELL US WITHIN TWO (2) BUSINESS DAYS after learning of the possible loss or theft of the Password, and we can prove that we could have stopped someone from using the password without your permission if we had been notified, you could lose as much as \$500.

If your statement shows transactions that you did not make or authorize, you must inform us at once. If you do not tell us within sixty (60) days after the FIRST paper or online statement showing such a transaction was sent to you, and we can prove that we could have prevented someone from taking the money if you had told us in time, you may not recover any money lost after the sixty (60) days. Your role is extremely important in the prevention of any wrongful use of the Online Services and your Accounts. You must promptly examine Account statements upon receipt and, if your records and ours disagree, you must call UTFCU immediately at (865) 971-1971 or (800) 264-1971. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we may extend the time periods.

4. Resolving Errors or Problems. If you believe that a statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt, contact us as soon as possible. We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared is sent to you. When contacting us, our representative will need to know the following information:

(a) Your name and Account number;

(b) A description of the error or transfer about which you are unsure, and an explanation of why you believe it is an error or why more information is needed; and

(c) The dollar amount of the suspected error.

If you notify us orally or by electronic communications, we may require that you send us a complaint or question in writing within ten (10) business days. We will inform you of the results of our investigation within ten (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 the complaint or question. If we decide to do this, we will credit your Account, within ten (10) business days, with the amount you believe 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 the complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may request copies of the documents that we used in our investigation.

B. Our Rights and Responsibilities. If you provide us with timely, complete, correct and accurate information and we do not then accurately complete a transfer to or from your Account or if we fail to cancel a transaction as properly requested or in the correct amount according to our agreement with you,

we are liable for your losses or damages as provided in this Agreement. There are some exceptions to our liability for processing transactions on your Accounts. For example, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
2. If the transfer would go over the credit limit on your overdraft line, if any;
3. If a legal order directs us to prohibit withdrawals or transfers from the Account;
4. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, natural disaster such as fire or flood, or handling of payments by a third party prevent the transfer, despite reasonable precautions taken by us;
5. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a Bill Pay;
6. If you have not properly followed instructions for using the Online Services;
7. If your operating system or software was not properly installed or functioning properly;
8. If you, or anyone authorized by you, commits any fraud or violates any law or regulation; or
9. As otherwise stated in your Account Agreements.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

VI. Consumer Privacy and Confidentiality

The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. You should carefully review our Internet Privacy Statement which is a part hereof by this reference.

A. Sharing Your Personal Information with Others. We recognize the importance of protecting the confidentiality of your personal information. Personal information includes all of the personally identifying information that you provide to us in connection with the Accounts and use of the Online Services.

However, we may disclose personal information about you to third parties:

1. If we have entered into an agreement with another party to provide any of the Online Services. In this case, we will provide that party with information about your Account, Transfers, and your communications with us in order to carry out your instructions;
2. If it is necessary for completing transactions or otherwise carrying out your instructions;
3. If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a Payee, or any holder of a check issued by you through the Bill Pay Service;
4. In order to comply with applicable laws, government agency rules, regulations or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
5. In order to provide you with information about products and services that we believe will be interesting to you; or
6. If you otherwise give us specific permission.

B. Use of Cookies. Cookies are files stored on a user's own computer system to record information about websites visited frequently. Because of security issues, we will not allow you to store your

identifying name, Online Service ID or Password as a cookie on the computer system. However, preferences, site mapping or other statistical information may be stored as a cookie on your hard drive.

VII. Changes in Terms and other Amendments

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement and either, send a notice to you at the address shown in our records, or we will send you an electronic message (e-mail). The notice will be posted or sent to you at least thirty (30) days before the effective date of any additional fees for online transactions or of any stricter limits on the type, amount or frequency of transactions or of any increase in your responsibility, unless an immediate change is necessary to maintain the security of the system or unless such change or amendments are otherwise required by law or applicable regulation. As always, you may choose to accept or decline changes by continuing or discontinuing the Accounts or Online Services to which these changes relate or by terminating this Agreement. Your continued use of the Online Services constitutes an agreement to the amendment(s). The terms of your other Account Agreements shall continue to apply.

VIII. Dispute Resolution

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ACCOUNTS COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, A CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL AT YOUR OR OUR REQUEST, BE DETERMINED BY ARBITRATION UNDER THE AUSPICES AND RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND IN COMPLIANCE WITH THE FEDERAL ARBITRATION ACT AND ANY APPLICABLE STATE ARBITRATION ACT.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation, which would otherwise be applicable, shall apply to any arbitration proceeding.

This Agreement contains an arbitration provision, which may substantially limit your legal rights.

IX. Other Provisions

A. Electronic Notice. We may send notices to you by electronic messaging. Electronic messaging is a secure messaging system you can access by logging in. You may use electronic messaging to contact us about inquiries, maintenance and/or some problem resolution issues. Even though it is a secure messaging system, we do not recommend that you send confidential personal or financial information. There may be times when you need to speak with someone immediately (especially to report a lost or stolen password, or to stop a payment). In these cases, **do not use electronic messaging**, instead call UTFCU at (865) 971-1971 or (800) 264-1971.

B. Ownership of Website. The content, information and offers on our website are copyrighted by UT Federal Credit Union and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. All information, including designs, content and images, contained on the Bill Pay Site is owned by iPay Technologies and Jack Henry and Associates, or us and/or licensed to us. Other trademarks logos and service marks displayed on the Site to identify the source of services and products are our property or the property of respective third-party owners. All information and content including any software programs available on or used to operate the site ("Content") is proprietary to their respective owners. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any of the marks or content available on or through the site for commercial or public purposes.

We prohibit caching, unauthorized links to the site and framing of any content available through the site. We reserve the right to disable any unauthorized links or frames and specifically disclaim any responsibility for the content available on any other Internet sites linked to the site. Access to any other Internet sites linked to the site is at the user's own risk. You should be aware that linked sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the site. We are not responsible for such provisions and expressly disclaim any and all liability related to such provisions.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Tennessee. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account Agreements.

D. Termination. We may terminate this Agreement and any service provided pursuant hereto, in whole or in part, at any time. You may terminate this agreement by written notice to the Credit Union. The Credit

Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Credit Union on your behalf.

E. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of the Online Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.

F. Waiver of Jury Trial. IN ANY LITIGATION IN WHICH THE PARTIES ARE ADVERSE, THE PARTIES AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

SCHEDULE 1 Bill Pay Fees	
Bill Pay	Free
Bill Pay Check Photocopy	\$15.00 each
Bill Pay Stop Payment	\$30.00 each

INTERNET PRIVACY STATEMENT

General Privacy Statement

As your credit union, we are aware that you have shown significant faith by entrusting us with your most personal of information, your finances. We have spent much time building our relationship with you, and as that relationship evolves, rest assured that no matter the technology used for member interaction, our respect for your privacy will not diminish.

Site Access

Any person using the Internet is given access to the UT Federal Credit Union site (the "Site"), which provides a general overview to enable the individual user to learn about our many member benefits. However, access to the members-only areas and individual account areas require passwords.

Security

Although our communication lines remain open and transparent to our members allowing them to have access to their accounts, unauthorized access is next to impossible. With our security technology, using 128-bit encryption, firewalls, and intrusion prevention, you will be able to make secure transactions knowing that we took every industry standard precaution to ensure security. We do not permit the installation of password "cookies," just in case your computer is lost or stolen. You will be required to enter your password every time you login to the Online Services system. Should an unauthorized user attempt to access your account, only six (6) attempts at determining your password are allowed before the user, who occasionally may be you, is locked out of the system. Should this occur, please call UTFCU at (865) 971-1971 or (800) 264-1971. You will be asked to provide account-specific information; once that information is verified, you will regain access to your account.

Site Content

Any information regarding your savings, checking, loan, and investment accounts is accurate to the minute. As soon as data is reported to the credit union, it is updated to your account. Financial information is provided for informational purposes only, as a courtesy to our members and visitors. Should you decide to take direct action based on general financial content provided on this Site, please be aware that you do so at your own risk. Every site user has a different financial situation, and what applies ideally to one member may have adverse consequences for another.

Use of Cookies

Cookies were originally designed to help a website distinguish a user's browser as a previous visitor and thus save and remember any preferences that may have been set while the user was browsing the site. Websites sometimes use cookies to enhance the user's visit; in general, cookies can securely store a user's ID and password, personalize home pages, identify which parts of a site have been visited or keep track of selections in a "shopping cart." If you are just browsing our Site, a cookie identifies only your browser. However, if you become a registered user on the Site with a designated user ID and PIN/ password ("Registered User"), and will be accessing your confidential account information (such as Bill Pay Services), you must accept certain cookies as they are essential for site administration and security.

While we will implant a cookie that records your member preferences so that we can provide personalized information that we believe will be of value to, we DO NOT permit a cookie to be placed on your computer to store your name and password.

Set E-mail Preferences

In order to notify our Registered Users of extra benefits provided as online financial members, we will send occasional email informing you of these special offers. Should you wish to be removed from this list, simply send us an e-mail indicating that you do not wish to receive e-mail.

Site Navigation Statistics/Information Use

As your credit union, our goal continues to be one of exceptional member satisfaction. Therefore, we track general information on website use and site traffic in order that we may improve site navigation and information to make your Online Services experience as efficient and fulfilling as possible. We also compile general statistical information on members based on our records, which are used to benefit our members when creating partnerships with merchants and other financial service providers. Although the technology by which we gather our data has evolved, we will still use the data in the same way. Because Internet-collected data is more accurate, we'll be able to use that information to create even more partnership opportunities. Therefore, as an Internet financial services member, our members will have the opportunity to share in additional benefits not offered to our traditional members. We will not provide your specific personal information to any outside marketing organization without your consent.

Loan Application Information Gathering

Should you choose to apply for a loan online, be aware that we will treat that application as we do a standard, in-person loan application, following all policies and procedures established for loan applications, including credit checks, employment verification, etc.

Meeting Your Needs

As technology evolves, we will continue to look for better ways to gather and use information in order to offer financial products and services which best meet your financial needs, and to protect and safeguard information about you and your accounts. We encourage you to review this Internet Privacy Statement periodically for updates.