

e-Services Agreement Disclosures

1. Introduction. This Agreement is the contract which covers your and our rights and responsibilities concerning e-Services (“e-services”) offered to you by Teaneck Federal Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign an Account Card. The word “account” means any one or more share accounts you have with the Credit Union.

This Agreement also covers your and our rights and responsibilities regarding the electronic delivery of account statements (referred to as “e-statements”) To the extent there is any conflict between any statement made in this Agreement and your Membership and Account Agreement or your Loan Agreement and Disclosures, this agreement shall prevail. Except as otherwise specifically provided in this Agreement, the Membership and Account Agreement and your Loan Agreement and Disclosures will remain unchanged and in full effect, and you will be bound by, and must comply with, all of the terms and provisions thereof, as amended by this Agreement.

This Agreement is given to you in compliance with the Electronic Funds Transfer Act and federal Regulation E.

By signing an Account Card you agree to the following terms governing your and our rights and responsibilities concerning the Home Banking electronic funds transfer services. Electronic Funds Transfers (“EFTs”) are electronically initiated transactions through Home Banking transactions involving your deposit accounts.

You acknowledge receipt of an electronic copy of this Agreement. We recommend that you print and retain a copy of this Agreement for your records. You may obtain additional copies of this Agreement by contacting the Credit Union.

2. Home Banking Services. Upon approval, you must use your previously assigned User ID along with your password to access your accounts. The Home Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union’s Home Banking services may not be available due to system maintenance. You will need Internet access with a Web browser (such as Microsoft Internet Explorer or Netscape Navigator). The online address for the Home Banking service is www.teaneckfcu.com. You are responsible for the installation, maintenance and operation of your electronic device. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Home Banking service to:

- Transfer funds between deposit accounts.
- Transfer funds from deposit accounts to loan accounts.
- Review account balance, and transaction history for Checking and Savings.

- Review information on your Loan account including payoff amounts, due dates and balance information. Request a withdrawal from your Savings or Checking, account by check mailed to you.
- Make stop payment requests and other transactions permitted by the Credit Union.
- Communicate with the Credit Union using the electronic mail (e-mail) feature.
- Change your password.
- Change your e-mail address.
- Enroll and use Bill Payer (Call 201-837-1316)
- Request or decline e-statements.
- View e-statements.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line-of-credit account will be subject to your Loan Agreement and Disclosures, as applicable.

3. Home Banking Service Limitations. The following limitations on Home Banking transactions may apply:

- 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. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
- 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.
- E-mail. You may use the e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 5.
- Bill Payer. New payments may require 4 days for payee confirmation and 5 additional days to process payment. (The system assumes the payment is by check until the initial payment is processed.) Scheduled payments that fall on Saturday or Sunday will be paid on Monday. Payments are not allowed to government agencies such as the Internal Revenue Service, all state and local tax authorities, collection agencies, credit counseling agencies, non-U.S. payees, and recipients of

court-ordered payments; like child support and alimony. When paying the bill through Bill Payer the bill should be submitted 2 to 6 days prior to the bill due date. The payment is only guaranteed on properly scheduled payments. If the payment is late and charges occur on your billing account, we will only cover the fees if the bill payment was timely submitted.

4. Security of Access Code.

- **Initial Access.** To login to our Home Banking Service for the initial sign on, you must use your user ID and password. After your initial enrollment, you may change your password at any time.
- **Security.** The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Home Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions.
- **Authorization.** If you authorize anyone to use your password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of these passwords and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

5. Member Liability. You are responsible for all transfers you authorize using the Home Banking 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, tell us at once if you believe anyone has used your password and accessed your account without your authority. Telephoning is the best way of keeping your possible losses down. For Home Banking 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 shows Home Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to

you, 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 lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: (201) 837-1316 during normal business hours. Or contact us electronically by sending e-mail messages through the Home Banking service on our Web site: www.teaneckfcu.com. Or write: Teaneck Federal Credit Union, P.O. Box 1016, Teaneck, N.J. 07666.

6. Business Days. Our business days are Monday through Friday. Holidays are not included.

7. Fees and Charges. E-Services fees (if any) are disclosed on the Rate & Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

8. Transaction Documentation. Transfers and withdrawals transacted through Home Banking will be recorded on your periodic statement by mail or electronically.

9. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our Web site at: www.yvcu.org. However, we may disclose information to third parties about electronic funds transactions you make in the following limited circumstances:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of an authorized third party to the transaction;
- To comply with government agency or court orders;
- If you give us your express permission.

10. Limitation of Liability for e-Services. 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. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by online browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, e-services or Internet browser or access software. In this regard, although we have taken measures to

provide security for communications from you to us via the Home Banking Services and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or your account is inactive.
- If you used the wrong account access information or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
- If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If the error was caused by a system beyond the Credit Union’s control such as a telecommunications system, an Internet service provider, any computer virus or problems related to the software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

This agreement governs the use of your Internet Bill Payer Service. By enrolling in Bill Payer you, the Credit Union member, hereby authorize the Credit Union to make payments on your behalf by debiting your designated account and transferring the funds to the designated merchant accounts as indicated by you via your Bill Payer set up through Home Banking. The agreements, rules, and regulations applicable to your checking accounts, savings accounts and other accounts, serviced by your Credit Union, remain in effect and continue to be applicable, except as specifically stated in the agreement.

11. Termination of E-Services. You agree that we may terminate this Agreement and your e-services, if you, or any authorized user of your e-services or 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 or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account

conduct poses an undue risk of illegality or unlawfulness. The Credit Union may automatically terminate an inactive Bill Payer account after three months of inactivity.

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.

12. **Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. **Statement Errors.** In case of errors or questions about your Home Banking transactions, contact us by: telephone at the phone numbers listed; or write us at the address set forth in Section 5, as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- 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.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. 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 questions (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.

14. Other General Terms.

Other Agreements. In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with TFCU, as described in your Teaneck Federal Credit Union Membership and Account Agreement, prior receipt of which you acknowledge. **Severability.** In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

15. 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 the state of New Jersey 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 or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to New Jersey 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 the 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.

16. * Consent to Receive Account Statements and Account-Related Notices Electronically.* You agree to the terms and conditions of this Agreement and consent (initially and on an ongoing basis) to receive in electronic format (a) your account statements (e-statements); (b) the informational notices you may choose to receive about your accounts from time to time and all other account-related disclosures and notices (e-notices), including, but not limited to, the following: (i) Share Account-related activity such as non-sufficient funds, overdrawn account, overdraft protection services, account warnings, etc.; (ii) Loan Account-related activity such as credit limit increases or decreases, over limit, delinquency, notification of adverse action, etc.; (iii) Account-related services such as ATM, Check Card, "Bill Pay", etc.; (iv) Share Certificate account maturity; (v) Change in Terms; (vi) Privacy Notices; (vii) Marketing materials (at our discretion); (viii) Year-end tax statements for dividends earned and mortgage interest paid; and (ix) Any other disclosures or notices required by law or regulation, including without limitation the Gramm-Leach-Bliley Act, Fair Credit Reporting Act, Truth-in-Lending Act, Electronic Funds Transfer Act, and the Truth-in-Savings Act. If you agree to the terms of this Agreement, all account-related disclosures and notices, including, but

not limited to, paper statements associated with your accounts will no longer be mailed via U.S. postal service. However, you may still obtain a paper copy of such disclosures without any fee by contacting the Credit Union.

17. Withdrawal of Consent for E-Statements and E-Notices. You understand that you may withdraw your consent to receive e-statements and e-notices electronically at any time by contacting the Credit Union at the numbers listed in section 5. In addition, you may withdraw your consent to receive e-statements and e-notices in person at the Credit Union during normal business hours. You understand that upon termination of e-statements and e-notices services, all statements and disclosures associated with your account will revert back to paper delivery via U.S. postal services.

18. E-Mail Address. We will send e-statement notifications and e-notices to you via e-mail to the last known e-mail address provided and verified by you. You agree to provide a valid e-mail address for services used and it is your responsibility to update your e-mail address if there are any changes.

For more information or the form to sign up for e-statements contact the Credit Union at (201) 837-1316.