

DC TEACHERS FEDERAL CREDIT UNION

ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

APPLICABLE TO PERSONAL COMPUTER ELECTRONIC HOME BANKING
EFFECTIVE JANUARY 1, 2002.

ELECTRONIC SIGNATURE

BY CLICKING "SIGN ON" AND/OR BY THE USE OF PERSONAL COMPUTER ELECTRONIC HOME BANKING AND BILL PAYMENT SERVICES, I AM CONSENTING (INITIALLY AND ON AN ONGOING BASIS) TO: 1) THE ELECTRONIC DELIVERY TO ME BY YOU OF THIS DISCLOSURE AND AGREEMENT AND ANY OTHER DISCLOSURE OF INFORMATION RELATED TO THIS SERVICE; AND 2) TO THE TERMS AND CONDITIONS OF THIS DISCLOSURE AND AGREEMENT.

I UNDERSTAND THAT I MAY WITHDRAW SUCH CONSENT AT ANY TIME BY NOTIFYING YOU AT: INFO@DCTFCU.ORG OR WRITE YOU AT 9th & D STREETS, NE, WASHINGTON, DC 20002. PERSONAL COMPUTER ELECTRONIC HOME BANKING SERVICES WILL BE TERMINATED WITHIN A REASONABLE TIME THEREAFTER WHEN YOU HAVE HAD AN OPPORTUNITY TO ACT ON MY INSTRUCTIONS.

Copy Received. I acknowledge receipt of a copy of this Disclosure and Agreement electronically. You recommend that I retain a copy of this Disclosure and Agreement for my records. I acknowledge that I may obtain additional copies of this Disclosure and Agreement by: Accessing Personal Computer Electronic Home Banking and Bill Payment Services or by requesting a copy from the Credit Union by telephone or by mail.

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean each and all of those who have "Personal Computer Electronic Home Banking and Bill Payment Services" (herein "Home Banking and Bill Payment Services"), the electronic services described in this Disclosure and Agreement. The words "you," "your," and "yours" mean D.C. Teachers Federal Credit Union.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of this electronic funds transfer service. I have previously received your complete Electronic Funds Disclosure and Agreement describing all the electronic services offered by you, the terms and conditions of which remain in effect.

I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account, Regular Savings Account, VISA Credit Card, Personal Line of

Credit and any other applicable accounts, remain in full effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

GENERAL ELECTRONIC SERVICES DISCLOSURES

Business Day Disclosure: Your business days are Monday through Friday, except holidays. Your business hours are 8:30 a.m. to 4:30 p.m. each business day. Home Banking and Bill Payment Services are generally available 24 hours a day, 7 days a week; however, they may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet provider and Internet software.

Disclosure of Account Information to Third Parties: You will disclose information to third parties about my account or transfers I make:

- (1) When it is necessary to complete an electronic transaction; or
- (2) In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with a government agency or court order, or any legal process, or
- (4) If I give you written permission.

In Case of Errors or Questions About My Electronic Services Transactions.

telephone you at: 1-877-4DCTFCU
or write you at: DC Teachers Federal Credit Union
903 D Street, NE
Washington, DC 2002

As soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed in the statement or receipt You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appears. I must:

- (1) Tell you my name and account number;
- (2) Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
- (3) Tell you the dollar amount of the suspected error.

If I tell you orally, you may require that I send you my complaint or question in writing within ten (10) business days

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. However, if the notice of error involves a transfer to or from an account within thirty days after the first deposit to the account was made, you may have up to twenty (20) days to determine if an error occurred and you will credit such an account within twenty (20) days if more time is needed to complete your investigation.

If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

An electronic fund transfer initiated outside of the United States or occurring within thirty (30) days after the first deposit was made to the account, you may take up to ninety (90) rather than forty five (45) calendar days to complete your investigation.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation I may ask for copies of the documents that you used in your investigation.

Your Liability for Failure to Make or Complete Electronic Funds Transactions

If you do not properly complete an electronic funds transaction to my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages; however, there are some exceptions. You will not be liable, for instance, if:

- (1) Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- (2) Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
- (3) The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such a transaction or payment;
- (4) You have received incorrect or incomplete information from me;
- (5) Home Banking and/or Bill Payment Services are not working properly and I knew about this breakdown when I started the transaction;

- (6) Electronic Access PIN has been repeatedly entered incorrectly;
- (7) The transaction would exceed my Line of Credit limit;
- (8) Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
- (9) There may be other exceptions.

Charges for Electronic Funds Transaction Services: The Home Banking is a Free service; however, if I elect to use the Bill Payment Portion I will be charged \$6 per month. Any fees charged will be deducted from my Checking or Share Account.

Change in Terms You may change the terms and charges for the services indicated in this Disclosure and Agreement and may amend this Disclosure and Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice by email and/or regular mail at my address of record at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Disclosure of Delayed Funds Availability: If you have placed a hold for uncollected funds on an item I deposit there could be a delay in my ability to withdraw or transfer such funds by Home Banking and Bill Payment Services. For further details refer to your "Disclosure of Funds Availability Policy" or contact a Credit Union officer.

Right to Receive Documentation of Transactions

Periodic Statement: I will receive a monthly statement (unless there are no transfers in a particular month) for the account(s) which I have accessed using Home Banking and Bill Payment Services or any other electronic service which will show the calendar date that I initiated the electronic transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly and may obtain the statement electronically.

Personal Computer Electronic Banking transaction: I may print a record of any individual transaction conducted through Home Banking and Bill Payment Services or any time after the transaction is completed. I may also subsequently contact you to request a printed record for any such transaction.

My Liability for Unauthorized Transactions and Advisability of Prompt Reporting.

I must tell you AT ONCE if I believe my Electronic Access PIN has been lost or stolen. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft Line of Credit); however, if I believe my PIN has been lost or

stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my PIN without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my PIN and you can prove you could have stopped someone from using my PIN without my permission if I had told you, I could lose as much as \$500.00.

Also, if my statement shows transfers that I did not make, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If I can document a good reason (such as long trip or hospital stay) kept me from telling you, you will extend the time period.

Telephone Number and Address to be Notified in the Event of an Unauthorized Transaction.

If I believe my PIN has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must telephone you at: (202) 547-4800 or write you at: DC Teachers Federal Credit Union 903 D Streets, NE. Washington, DC 20002.

Regulation "D" Restrictions on Electronic Funds Transfers

Preauthorized, automatic or telephone withdrawals or transfers from Savings Accounts are limited to no more than six (6) transfers in each quarter (two per calendar month). No more than three of the six withdrawals or transfers from the account maybe made by check, share draft or other order.

However, I may make an unlimited number of withdrawals from or transfers among my own Savings Accounts by mail, in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Savings Accounts through MacLine Audio Response Electronic Telephone Banking or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

Delinquent Loan Restriction: If any loan payments to you are Past Due, I may be restricted from performing electronic transactions through home banking unit and Bill Payment Services.

Termination of Electronic Funds Transaction Services: I may terminate the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice. If I ask you to terminate my account or the use of Home Banking and Bill Payment Services, I will remain liable for authorized transactions performed on my account.

Relationship to Other Disclosures

The information in this Disclosure and Agreement applies only to the Home Banking and Bill Payment Services. Provisions in other disclosure documents, as may be revised from time to time and remain effective for all other aspects of the account involved.

Change of Personal Information

Any mail, home and e-mail address of record and other changes may not be made through Home Banking and Bill Payment Services. All such changes must be made immediately and may only be made in person or in writing by the account owner whose name appears first on the Signature Card.

Governing Law

I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the District of Columbia, notwithstanding any conflict-of laws doctrines of such state or other jurisdiction to the contrary. I also consent no personal jurisdiction in the courts of the District of Columbia.

ADDITIONAL DISCLOSURES SPECIFICALLY APPLICABLE TO HOME BANKING AND BILL PAYMENT SERVICES

Home Banking and Bill Payment Services allows access to my accounts through the use of a personal computer or remote computer terminal, communications software, a modem and my Electronic Access PIN described below.

Types of Available Transactions:

I may use my Electronic Access PIN to:

- (1) Make transfers between my accounts.
- (2) Make account inquiries.
- (3) Transfers from my Savings Account or Checking Account to make Credit Union loan payments.
- (4) Withdrawals from my Savings Account(s) or Checking Account(s) or advances on my Personal Line of Credit made by Credit Union check issued in the name of the member appearing first on the Account Signature Card mailed to my home address or address of record on the Account
- (5) Print copy of statement/ account history
- (6) Apply for a loan.
- (7) Request a copy of cleared check(s).
- (9) Access Bill Payment Services.

Additional transactions may be available in the future and I will be notified of them

Limitations on frequency and Dollar Amount of Transactions

- (1) Account withdrawals or transfers through Home Banking and Bill Payment Services are unlimited, to the extent I have clear funds available in my Savings or Checking Accounts or available credit from my Personal Line-of Credit Account.
- (2) For Security reasons, in the event my Electronic Access PIN is lost or stolen, there are limits on the dollar amount of transactions I can make using Home Banking and Bill Payer Services.

Authorization

I authorize you to charge my designated account(s) for any transactions accomplished with Home Banking and Bill Payment Services, including the amount of any recurring payment that I make, and charge for this service. I authorize you to transfer funds electronically between my designated account(s) according to my instructions initiated through Home Banking and Bill Payment Services.

Eligibility

I understand that in order to use Home Banking or Bill Payment Services, I must have an account in good standing and an Electronic Access PIN with you. I may become eligible for Home Banking and Bill Payment Services by completing, signing, and mailing an application to you for the PIN. Applications can be obtained by contacting a Credit Union officer or on-line.

Electronic Access PIN

I understand that I cannot use Home Banking and Bill Payment Services without a secret code that you refer to as an Electronic Access PIN. My use of this PIN serves as my electronic Signature acknowledging my use of this service.

This is the same PIN I have been provided by you (and may have subsequently changed) for use with MacLine Telephone Banking. I understand that any change in the PIN will be effective for both MacLine and Home Banking and Bill Payment Services. I further understand that you recommend frequent changes to the PIN to provide maximum security.

I am responsible for the safekeeping of my PIN and for all transactions made by use of Home Banking and Bill Payment Services. I will notify you immediately by phone and send written confirmation if my PIN is disclosed to anyone other than the joint owner of my account. If I disclose my PIN to anyone, however, I understand and agree that I have given them access to my account via Home Banking-and Bill Payment Services and MacLine Telephone Banking and I am responsible for any such transaction.

I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to my PIN. I further understand and agree that my PIN is not transferable and will not disclose it or permit any unauthorized use thereof.

Verification

All transactions affected by use of Home Banking and Bill Payment Services which would otherwise require my "wet" signature, or other authorization, shall be valid and effective as if "wet" signed by me when accomplished by use of the PIN or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your delayed Funds Availability policy and therefore may not be available for transfer through Home Banking and Bill Payment Services. Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day.

Equipment and Technical Requirements

I understand that to use (and retain records from) Home Banking or Bill Payment Services, I must have Internet Access through an Internet Provider and Internet Browser software such as Netscape3 Ver. 3.0 or higher, Microsoft Explorer 7 Ver. 3.0 or higher, or AOL 7 Ver. 3.0 or higher. I understand that the Credit Union does not make any warranties on equipment, hardware, software, Internet Provider Service or any part of them, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose

Additional Liability Exceptions

By using Home Banking and Bill Payment Services I agree that neither you nor any service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, or by Internet Browser software providers such as Netscape, Microsoft Explorer, or by AOL or by an agent or subcontractor of any of these. NEITHER YOU NOR THE SERVICE PROVIDER SHALL 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, HOME BANKING AND BILL PAYMENT SERVICES, INTERNET BROWSER, OR ACCESS SOFTWARE.

Although you have taken measures to provide security for communications from you to me via Home Banking and Bill Payment Services you cannot and do not provide any warranty or guarantee of such security.

IMPORTANT

To obtain a copy of this disclosure refer to the District of Columbia Teachers Federal Credit Union Home Page