

On-Line Banking Account Access Agreement and Electronic Funds Transfer Disclosure

This agreement and disclosure provides information about United Teletech Financial Federal Credit Union's Home Account Access service (On-Line Banking) and contains the disclosures required by the Electronic Funds Transfer Act. This agreement is subject to applicable federal laws and the laws of the state of New Jersey (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal laws that governs our relationship with you, however, is too large and complex to be reproduced here. For the purpose of this document, I, me, my, and mine shall refer to each member who is eligible and signs up for On-Line Banking. You, your, or Credit Union shall refer to United Teletech Financial Federal Credit Union where the Member has the deposit account accessed through On-Line Banking. All references to time of day in this Agreement and Disclosure refer to Pacific Standard Time.

A. Eligibility for On-Line Banking Access: I may become eligible for On-Line Banking by completing and submitting the On-Line Banking request form. I understand that in order to apply for On-Line Banking, I must be a member in good standing. The credit union reserves the right to revoke On-Line Banking privileges at any time.

B. Equipment and Technical Requirements: I understand that to have On-Line Banking PC access, I am required to acquire the equipment necessary (i.e., a Mac or IBM compatible PC, a modem [any rate will work, but speed will be a concern if i have less than a 4800 baud rate], an Internet service provider [my choice, but must be compatible with web browser requirements], and a web browser which supports secured socket layers and public encryption [i.e., Netscape Navigator 4.7or higher and Internet Explorer 5.0 or higher]).

C. General Information about On-Line Banking: I may use On-Line Banking virtually any time, day or night, 7 days a week with my password to: (1) transfer funds electronically between my credit union accounts, (2) obtain account information, and (3) obtain Credit Union products and service information. However, On-Line Banking may be temporarily unavailable due to credit union record updating or technical difficulties. The dollar limit for transfers is the available balance in the account. Available overdraft lines of credit will not combine with checking balances, and must be treated as separate transactions. I understand that by verifying and processing the transaction through On-Line Banking, the transaction will be completed and cannot be reversed.

D. Transaction Modes and Process Dates: Transfers within my credit union accounts will be processed immediately. Funds must be available at the time I request the transaction. Transfers may not be canceled for any reason once I have ended an On-Line Banking session, as funds are immediately deducted from the appropriate account.

E. Transfer Between Credit Union Accounts (Including Cross Account Transfers): I may transfer funds electronically between my credit union accounts. I understand that under the Federal Reserve Board Regulation D, I am permitted to make no more than six (6) electronic transfers from my savings or money market account per month, (not counting teller transactions). Further explanation of these restrictions is available from the credit union upon request. I may transfer funds electronically from my account to any other account that has been previously set up through CU by Phone to accept such transactions. However, I may not transfer funds from these accounts to my account as I can with CU by Phone.

F. Account Information: I may check the balances(s) of my credit union accounts through On-Line Banking. I may get a listing of transactions (a history) on any of my accounts for six (6) months. For histories longer than six months, I will contact the credit union.

G. Liability for Unauthorized Use: I will notify you immediately if I believe that my password has become known to an unauthorized person. If I suggest that an unauthorized transfer or payment may have occurred, you may require me to sign an affidavit. I could lose all the money in my account(s) accessed through On-Line Banking if I do not inform you that my password has become known to an unauthorized person. If I tell you within two business days after I learn that an unauthorized person has used my password without my permission, I can lose no more than \$50. Also, if my statement shows electronic funds transfers that I did not make, I will notify you immediately. You may require me to provide my complaint in the form of an affidavit. If I do not tell you within 60 days after the statement was mailed to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time. If a good reason (such as a long trip or hospital stay) kept me from telling you, United Teletech may extend the time period.

H. Address and Telephone Number: If I believe my password has become known by an unauthorized person, or that someone has transferred money or made payments without my permission, I will call the credit union at 732-530-8100 (888-282-5383 outside NJ), or write to United Teletech Financial Federal Credit Union, ATTN: Electronic Services Dept., 205 Hance Ave, Tinton Falls, NJ, 07724.

I. Liability for Failure to Make Payment Transfers: If you do not send a payment or make a transfer on time, or in the correct amount according to my instructions given in accordance with this Agreement and Disclosure, you will be liable for damages caused. However, there are some exceptions. You will not be liable, for instance, if: through no fault of yours, my account does not contain sufficient available funds to make the payment or transfer; the equipment was not working properly, or was temporarily unavailable; circumstances beyond your scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that you have taken; a court order or legal process prevents you from making a transfer or payment; you have a reasonable basis for believing that unauthorized use of my password has occurred or may be occurring or if I default under my agreement with you or if you or I terminate this Agreement; the payee does not process a payment correctly, or in a timely manner. There may be other exceptions stated in my Agreement with the credit union. If any of the circumstances listed above shall occur, you shall assist me with reasonable efforts in taking appropriate correct transactions that have incorrectly been processed.

J. Errors or Questions: In case of errors or questions about On-Line Banking transactions, I should: Contact United Teletech Financial Federal Credit Union immediately at 732-530-8100 (888-283-5383 outside NJ), Write to United Teletech Financial Federal Credit Union, ATTN: Electronic Services Dept., P O Box 8727, Red Bank, NJ 07701, Contact United Teletech Financial Federal Credit Union by electronic mail at operations@utcu.org, as soon as possible. If I need more information about a transfer or payment listed on the statement, I must contact you within 60 days after you sent the first statement on which the problem or error appeared. I must: Tell you my name and account number. Describe the error or payment I am unsure about, and explain as clearly as I can why I believe it is an error or why I need information. Tell you the dollar amount of the suspected error. If I tell you verbally, you may require that I send my complaint or question in writing within ten business days. You may require me to provide my complaint in the form of an affidavit. You will inform me of the results of your investigation within ten business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 days to investigate my complaint or question. If you decide to do this, you will recredit my account within ten business days for the amount I think is in error, so that I will have the use of my money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten days you may not recredit my account.

K. Business Day Disclosure: The credit union's business days are Monday through Friday, not including holidays.

L. Account Information Disclosure: You will disclose information to third parties about my account and the payments or transfers I make: when it is necessary for verifying or completing payments or transfers, or resolving a problem relating to a payment or transfer; in order to verify the existence and the condition of my account for a third party, such as a credit bureau or merchant; in order to comply with government agencies or court orders; if I give you my written permission; or as otherwise permitted in the credit union's share account Agreement and Truth-in-Savings Disclosures, by laws, or as required by government regulations.

. Documentation and Verification of Payments and Transfers: Confirmation Numbers

Upon completion of a transaction using On-Line Banking, a confirmation number will be given. I should record this number, along with the transaction amount in my checkbook register, because this will help in resolving any problems that may occur. No printed receipts are issued through On-Line Banking. Periodic Statements Information concerning On-Line Banking transactions will be shown on my normal statement for the account to and from which transfers or payments are made. I will get a statement monthly, unless there are no electronic funds transfers in a particular month. In any case, if my account is a savings or money market account, I will get a statement at least quarterly. Preauthorized Credits If I have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, I can call the credit union at 732-530-8100 to find out whether or not the deposit has been made.

N. Other Conditions: I am responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which I access using On-Line Banking. You can terminate my On-Line Banking privileges without notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my share accounts are set forth in your Share Account Agreement and Truth-in-Savings Disclosures, a copy of which is available from my branch location or by calling the credit union at 732-530-

8100 (888-283-5383 outside NJ).

O. Change In Terms: You will mail or deliver a written notice to me at least 21 days before the effective date of my change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for me, fewer types of available electronic funds transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by United Teletech Financial Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services 1. offered by the Credit Union.

Debit Card. If approved, you may use your card to purchase goods and services from participating a. merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, ACCEL/Exchange, MasterCard, Co-Op, NYCE, Pulse, and STAR networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your share savings and checking accounts.
- Withdraw funds from your share savings, checking and loan accounts.
- Transfer funds from your share savings, checking and loan accounts.
- Obtain balance information for your share savings, checking and loan accounts.
- Make loan payments from your share savings and checking accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept MasterCard.
- Order goods or services by mail or telephone from places that accept MasterCard.

The following limitations on Check Card transactions may apply:

- You may make 15 Check Card purchases per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$2,500.00 per day.

There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM _ machine.

- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account. You may make 15 POS transactions in any one (1) day.
- You may purchase up to a maximum of \$2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

b. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share savings, checking and/or money market account.

- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your checking and/or money market account.

- See Section 2 for transfer limitations that may apply to these transactions.

- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment are to be made within 14 days of any oral patientiation. If we do not receive the written confirmation the

order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order

shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

c. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

d. On-Line Banking. If On-Line Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use On-Line Banking to:

- Withdraw funds from your share savings, checking, loan, and money market accounts.
- Transfer funds from your share savings, checking, loan, and money market accounts.
- Obtain balance information for your share savings, checking, loan, club, and money market accounts.
- Make loan payments from your share savings, checking, club, and money market accounts.
- Access your Line of Credit accounts.

Your accounts can be accessed under On-Line Banking via personal computer. On-Line Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, 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 address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on On-Line Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.

- See Section 2 for transfer limitations that may apply to these transactions.

e. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — For all share savings, holiday, vacation, and money market accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

MasterCard. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government-mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.

A fee of 1.00% will be charged on all transactions completed outside of the United States, where the cardholder's country code differs from the merchant's country code. A fee of 0.90% will be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars. These fees are charged except where excluded.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you or created by you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of- credit).

You are not liable for an unauthorized MasterCard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(732) 530-8100 or write to: United Teletech Financial Federal Credit Union 205 Hance Avenue Tinton Falls, NJ 07724 Fax: (732) 530-2027

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (732) 530-8100. This does not apply to transactions occurring outside the United States.

ACCOUNT INFORMATION DISCLOSURE - We will disclose information to third parties about your 7. account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s)
- To comply with government agency or court orders; or
- If you give us your written permission.
- **BUSINESS DAYS** Our business days are Monday through Friday, excluding holidays. 8.

CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer 9. to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(732) 530-8100 or write to: United Teletech Financial Federal Credit Union 205 Hance Avenue Tinton Falls, NJ 07724 Fax: (732) 530-2027

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made 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 determine whether an error has occurred 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 your complaint or question. If we decide to do this, we will 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 credit your account.

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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of- sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of New Jersey, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

Bill Pay Disclosure

By accepting this agreement, you will be billed for the Internet BillPayer service based on the following fee plan.

Flat fee of \$6.00 per month unless waived based on your type of checking account. Please refer to <u>fee</u> <u>schedule</u>.

Same Day Bill Pay at \$9.95 per transaction Bill Pay Overnight Check at \$14.95 per transaction Bill Pay Stop Payment at \$25.00 per transaction

The fee will be deducted from your credit union account and appear on your statement as follows:

- · Each month at the end of the month or
- By transaction when your credit union account is debited

When scheduling payments, please allow 2 business days for electronic payment and 5 business days if paying by check. (Choose a payment date at least 2 days prior to the due date on your bill when paying electronically.)

Scheduled payments that fall on a Saturday or Sunday will be paid on Monday.

Open payee enrollment gives members unlimited capacity to add payees. In order to establish a level of quality control, your payees will be notified. Successful notification can take up to 4 days. Therefore, when setting up a payment for a new payee, please wait until the Payee Status reads "available".

Fees described above apply to the use of Internet Billpayer. Additional fees may be incurred for late payments, insufficient funds on your account, or use of Pop Money and account to account transfers. There is no limit to the number of payees and payments that you can set up using this service.