

QUICKTELLER AUDIO RESPONSE

Agreement and Disclosure

A. It is agreed that:

1. In this Agreement, the words **you** and **your** mean each person who signs the application. The words **we** and **us** and our mean Baltimore County Employees Federal Credit Union. The word **PIN** means your Personal Identification Number. The word **account** means those BCEFCU accounts you may access with your PIN and the QuickTeller system. QuickTeller, also known as QT, is an electronic voice response system, or audio-response banking. You access it through a touch-tone telephone and enter your PIN to conduct business.
2. You must be 18 years of age or older to apply for QuickTeller service.
3. The Credit Union issues the PIN for your use only. You will not transfer it to anyone else. You understand that we do not know your PIN. You also agree that you assume responsibility for all transactions made through the PIN.
4. You will be responsible for all unauthorized transfers made from your account with your PIN through QT subject to the limitations contained in applicable Federal Law. Those limitations of your liability for unauthorized transfers are summarized in the disclosure accompanying this Agreement.
5. You will tell us at once if you believe your PIN has been lost or stolen or used by some unauthorized person. The fastest way to notify us is to telephone the main office at 410-828-4730 or 1-800-234-4730 from 8 a.m. – 4 p.m. on Mon.-Wed & Fri and 8 a.m. – 6 p.m. on Thursdays or write the Credit Union at:

Baltimore County Employees Federal Credit Union
23 W. Susquehanna Avenue, Towson, MD 21204
ATTN: QuickTeller
6. The PIN is the property of the Baltimore County Employees FCU and is subject to cancellation at any time without notice. You may cancel PIN privileges by notifying Baltimore County Employees Federal Credit Union in writing. In any event, you shall remain responsible for any outstanding balances.
7. You acknowledge that the PIN which is issued to you by the Credit Union is to be kept personal and confidential. Therefore, you agree to take all reasonable precautions to insure that no one else learns your PIN. At no time will you reveal or make available directly or indirectly, the PIN to any other person.
8. Your PIN may be used for balance inquiries, cash withdrawals, payments, transfers from one account to another.

9. The use of the PIN is subject to the regulations of all accessible accounts. You agree not to withdraw funds in excess of the balance in your account.
10. If a PIN is issued for a joint account, you agree to be jointly and severally liable under the terms of this Agreement.
11. The Credit Union may change or rescind these rules and regulations at any time after giving required notice. All notices mailed to your last known address will be considered received. You agree to notify us immediately in writing of any address changes.
12. You acknowledge that you will adhere to any limitations on the dollar amounts or the number of transfers as disclosed.
13. You agree to pay fees which may be imposed on this program from time to time and authorize the Credit Union to withdraw these fees from any of your available accounts.
14. If you are a joint owner, you agree that if a transaction(s) by any of your joint owner(s) is made and results in access to the other's asset accounts/or advances from the other's line of credit, each joint owner authorizes the Credit Union to honor such requests and agrees to abide by the terms and conditions of the account(s), whether the accounts are in their joint names or in the individual name of any of the joint owners of this account. The terms and conditions of the asset accounts and/or line of credit are incorporated herein by reference.
15. Amendments to this Agreement may be provided to me in accordance with applicable laws without restatement of the terms and conditions contained in this Agreement.
16. This Agreement and all transactions under this Agreement will be governed by Maryland law and applicable Federal law.
17. Use of the PIN assigned to you for QuickTeller acknowledges your acceptance of The terms of this Agreement and accompanying disclosure.

B. Types of Services

You may use QuickTeller service, also known as QT, to do the following:

1. Share Balance Inquiry
2. Loan Balance Inquiry
3. Share Certificate Inquiry
4. Transfer Request (between your savings and Checking account at the credit union).

REGULATION D REQUIRES A LIMIT OF 3 TELEPHONE OR PRE-AUTHORIZED TRANSFERS PER MONTH FROM A SAVINGS ACCOUNT TO A CHECKING ACCOUNT. THIS LIMIT INCLUDES ALL TELEPHONE REQUESTS ACTIVATED BY QUICKTELLER AS WELL AS PREAUTHORIZED AUTOMATIC TRANSFERS MADE BY OVERDRAFT PROTECTION ON YOUR SHARE DRAFT (CHECKING) ACCOUNT.

5. Loan Payment Request (from Shares)
6. Withdrawal Request (A check for the amount of withdrawal will be mailed to you the same day if your request is completed by 3:30 p.m. Otherwise, a check will be mailed to you on the first business day following your call.)
7. Cleared Draft Inquiry
8. Loan Payment Inquiry
9. Last Deposit Inquiry
10. Line of Credit Advance

All QT phone transactions will be subject to the rules, regulations, by-laws, and policies already in effect at the Credit Union.

QT is accessible 24 hours/7 days a week, with the exception of equipment maintenance repairs and daily updating of computer files.

Even though we believe that QT will prove to be reliable, the system may not operate at all times. We, therefore, do not promise that QT will always be available for your use. You will not attempt to make a transfer when the system tells you, or other circumstances give you reason to believe, that the system is closed or is not operating properly due to technical malfunction or is otherwise unable to initiate the transaction you desire.

C. Charges. There are no charged fees for using the QuickTeller system. However, we reserve the right to revise charges at any future time and provide you with thirty (30) days written notice of the fee change.

D. Statements. QuickTeller transactions and any charges will be listed on your monthly Share Draft Account statement.

Specific Disclosure Information Required by Federal Law

The following additional disclosures are provided to you in accordance with Federal law:

1. Summary of your Liability for Unauthorized Transfers:

Tell us AT ONCE if you believe your Personal Identification Number has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Delayed notification could result in the loss of all the money in your account plus your maximum Line of Credit. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Personal Identification number without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Personal Identification Number, and we can prove that we could have prevented someone from using your Personal Identification Number if you had told us, you could lose as much as \$500.00.

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

2. Telephone Number and Address for Notification in Event of Unauthorized Transfers:

- a. If you believe that your Personal Identification number has been lost or stolen, call 410-828-4730 or 1-800-234-4730.
- b. If you believe someone has transferred or may transfer money from your account without your permission, please call us at the above number and you MUST write the main office at:

Baltimore County Employees Federal Credit Union
23 W. Susquehanna Ave., Towson, MD 21204

3. Business Days/Hours

Our main office business hours are 8:00 a.m. – 4:00 p.m. Monday – Wednesday & Friday; Thursday hours are 8:00 a.m. to 6:00 p.m.

4. Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make:

- a. Where it is necessary for completing transfers.
- b. In the course of preparation, examination, handling, or maintenance of financial records by any officer, employee, or agent of BCEFCU that has custody of the records.
- c. In the course of examination of the financial records of BCEFCU by a certified public accountant while engaged by BCEFCU to perform an independent audit.
- d. During the course of examination of financial records by or the disclosure of financial records to any officer, employee, or agent of a supervisory agency for use only in the exercise of that person's duty as an officer, employee, or agent.
- e. In the course of publication of information derived from financial records if the information cannot be identified by you, or any particular deposit or account of yours.
- f. In the course of making reports or returns required by federal law.
- g. Under certain circumstances of the Commercial Law article of the Annotated Code of Maryland relating to the dishonor of a negotiable instrument.
- h. In an exchange, in the regular course of business, of credit information between BCEFCU and any other fiduciary institution or commercial enterprise if made directly or through a consumer reporting agency, or
- i. To comply with any court order or applicable state law.

5. Summary of our Liability for Failure to Make Transfers

If the Credit Union fails to complete a QT transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for losses or damages. However, there are some exceptions.

We will NOT be liable:

- a. If through no fault of ours, you do not have enough money in your account to complete the request.
- b. If the transfer would go over your credit limit on your overdraft or other line of credit.

- c. QT was not working properly when you initiated the transfer.
- d. Circumstances beyond our control (and/or external forces such as flood or fire) prevented the transaction, despite reasonable precautions that we had taken.
- e. If the funds are subject to legal process or other encumbrance restricting such transfer.
- f. There may be other exceptions stated in our Agreement with you.

6. In Case of Errors or Questions About Your Electronic Funds Transfers:

Telephone us at the phone number listed in No. 2 or write us at the address listed in No. 2 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your 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 any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions. 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 that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.