

QUICKTELLER ON-LINE

On-Line Services & Bill Payment

Agreement and Disclosure

This Agreement and Disclosure sets forth both your and our rights and responsibilities concerning the use of the QuickTeller On-Line Services. In this agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we,” “us,” and “our” mean the Baltimore County Employees Federal Credit Union, hereinafter referred to as the “Credit Union.” By using our On-Line Services, you agree to all of the terms of this agreement.

We May Amend This Agreement. We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. When we amend this Agreement, we will comply with the applicable notice requirements of federal law that are in effect at that time.

QuickTeller On-Line Services: You may access your account information by using a specific Internet User ID and password assigned to you. At the present time you may use the system to:

1. Perform account inquiries on checking, savings, certificate, and loan accounts.
2. Obtain statement transaction detail on your accounts.
3. Transfer funds between your deposit and/or loan accounts.
4. Obtain balances and make transfers into family member accounts in which you are a joint owner.
5. Pay most of your bills on a monthly basis and review payment history for up to eighteen months through QuickTeller On-Line Bill Pay.

FEES AND CHARGES:

- We do not charge for the QuickTeller On-Line Account Access.
- QuickTeller On-Line Bill Pay (hereinafter referred to as “Bill Pay”) is \$3.95 per month for unlimited usage. As an introductory courtesy, the first month of Bill Pay is at no cost.
- Normal credit union fees will be assessed for completed wire transfers, stop payments, returned items and other charges as specified in the Rate and Fee Schedule of the Credit Union.
- Normal check fees will be assessed when check orders are processed.

LIMITATIONS ON FREQUENCY AND AMOUNT:

Federal Regulations limit the number of transfers on non-transaction accounts. Therefore, you may not make more than six (6) pre-authorized or automatic transfers from your money market account during a given monthly statement period. There are no limits on the number or dollar amount of transfers or payments you make from your checking account. Balances may include deposits subject to verification by us. The balance may

also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

USER ID AND PASSWORD: The Internet User ID and Password (Access Code) issued to you is for your security. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. **You may change your password at any time by clicking on “Change Security Code.”** You should carefully select a password that is hard to guess. (Avoid using names, dates, and information that may be easily guessed). You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. In order to assure the security of your records, we will end your on-line session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended while still logged on. When you return to your computer, simply re-enter your user ID and password and continue your session. **If the wrong Password (Access Code) is entered three (3) times consecutively, access to QuickTeller On-Line will be restricted as a security measure. Contact the Member Services Department at 410-828-4730 or 1-800-234-4730 in the event this occurs.**

NO SIGNATURE REQUIREMENT: When any payment or other on-line service activity generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

NOTICE OF LIABILITY: Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50.00, if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transactions 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, you may not get back any money lost. The Credit Union will attempt to prove that it could have stopped someone from taking the money, if you had told us within the time frame allowed. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call Member Services at 410-828-4730 or 1-800-234-4730, or write us at the Towson Office - 23 W. Susquehanna Ave., Towson, MD 21204.

BUSINESS DAYS/HOURS: Business days are as follows.

Towson: Monday through Wednesday and Friday from 8:00 a.m. – 4:00 p.m. and Thursdays from 8:00 a.m. to 6:00 p.m.

Perry Hall: Monday through Thursday from 9:00 a.m. – 5:00 p.m. Fridays from 9:00 a.m. – 6:00 p.m., Saturday from 9:00 a.m. –12:00 noon. Weekends and Holidays are not included in the determining “business days.” All referenced hours are Eastern Standard Time.

DOCUMENTATION:

Periodic Statement: You will get a monthly account statement from us on your checking or savings account.

Confirmation or Receipt: A confirmation or receipt will be displayed at the time you make a transfer, initiate cash management transactions, or submit instructions for wire transfers, stop payments or check orders. This confirmation or receipt should be printed and kept for your records.

OUR LIABILITY FOR INCOMPLETE TRANSACTIONS: If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, our liability will be limited up to the amount of your transaction. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, there is not enough money in your account to cover the transaction.
- If the money in your account is subject to legal process or other claim restricting such transaction.
- If the transaction would go over the credit limit on your overdraft line.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

IN CASE OF ERRORS OR QUESTIONS: As soon as possible, call Member Services at 410-828-4730 or 1-800-234- 4730 or write to the Towson Office at 23 W. Susquehanna Avenue, Towson, MD 21204, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- 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.

- Tell us the dollar amount of the suspected error.
- Confirmation or Receipt number
- Date of transaction

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 any error promptly. If we need more time, we may take up to forty-five (45) calendar days to investigate your complaint or question. 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 have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint 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 of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice or error involves an electronic funds transfer that was initiated in a foreign location, the applicable time period for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty five (45) calendar days.

CONFIDENTIALITY: We will disclose information to third parties about your account or transactions you make, only under the following circumstances:

- To complete transactions as necessary;
- To comply with government agency or court orders; or
- If you give us your written permission.

VIRUS PROTECTION: The Credit Union is not responsible for any electronic virus or viruses that you may encounter while using our QuickTeller On-Line Services. We encourage our members to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

NOTICES: All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address and telephone number 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 twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

QUICKTELLER ON-LINE

Bill Payment

ENFORCEMENT: In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

TERMINATION: You agree that we may terminate this agreement if:

- You, or any authorized user of your password, breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement.
- 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.

PERIODIC STATEMENTS: At least quarterly, you will receive a statement for each account which may be accessed by an electronic funds transfer. You will get a statement of account each month in which you made a reportable electronic funds transfer.

ACCESS TO ACCOUNTS: You understand that you are responsible for the safekeeping of your Password (Access Code) provided by the Credit Union and for all transactions by use of the QuickTeller On-Line Services.

ADDITIONAL RULES ABOUT QUICKTELLER

ON-LINE SERVICES: From time to time, the Baltimore County Employees Federal Credit Union will announce additional services available through www.bcefcu.com. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced. Baltimore County Employees Federal Credit Union reserves the right to limit the amount of on-line access per month or per session. You understand that to use QuickTeller On-Line Services, you must have Internet Access through an Internet Provider and Internet Browser software such as Netscape Version 4.0 or higher, or Microsoft Explorer Version 4.00 or higher. You 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, and warranties of merchantability or fitness for a particular purpose.

The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Credit Union's use of any of them or arising in any way from the installation, use or maintenance of the personal computer, hardware, software, or other equipment.

The monthly service fee of \$3.95 will be charged on the last day of the month beginning on the second month from the date the Bill Pay service started. The fee will be taken from your Credit Union share draft checking account. Your statement description will read "QuickTeller Bill Pay Fee."

Normal credit union fees will be assessed for stop payments, check copies, returned items, and other charges specified in the Rate and Fee Schedule of the Credit Union.

- a. **Application.** After you have signed up for Bill Pay, you will be able to use this service to make one-time, future-dated, and recurring payment transactions (scheduled to repeat on a regular frequency for the same amount) from an eligible checking account at the Baltimore County Employees Federal Credit Union.
- b. **Your Merchant/Payee List.** You must provide sufficient information about each payee to properly direct a payment to that payee and permit the payee to identify the correct account in order to properly credit your payment. This information may include, among other things, the name, address and phone number of the payee and your merchant/payee account number. You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments and you authorize your payees to release such information to us. You are required to enter your Payee Information directly on your personal computer. Additions, deletions and modifications to Payee Information must be entered directly on your personal computer.
- c. **Payment Instruction.** When you initiate a payment instruction through Bill Pay, you authorize us, or our agent, to withdraw the necessary funds from the specified eligible checking account on the date you select ("Payment Date.") Because of the time it takes to process a payment to be sent to a payee, there will be a delay between the "Payment Date" and the date your payment is delivered to the payee ("Delivery Date"). **TO PROVIDE ADEQUATE TIME FOR PAYMENTS TO BE RECEIVED BY A PAYEE, THE DATE YOU SELECT AS THE "PAYMENT DATE" MUST BE AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DATE YOUR PAYMENT IS DUE ("DELIVERY DATE"), EXCLUDING ANY APPLICABLE GRACE PERIODS.** You will be fully responsible for all finance charges, late fees or actions taken by the payee. When a payment instruction is initiated after 2:00 p.m. or on weekends or federal holidays, the instruction will be considered received on the next business day.

Business Days. Business Days for purposes of the Bill Payment service are Monday through Friday. Weekends and holidays are not included. You can use the Bill Pay service twenty-four hours a day, seven days a week, except during computer software maintenance periods. **NOTE: Bill Payments will only be processed on business days.**

- d. **Scheduling Bill Payments.** When you schedule a bill payment, you authorize us to withdraw the amount of your payment from your designated checking account. We reserve the right to place a maximum payment amount on each bill payment.
- e. **Limitations on Payments.** QuickTeller Bill Pay cannot be used to make payments: (i) to payees located outside the United States; (ii) to taxing authorities or other governmental entities or (iii) required under court order (e.g., child support). We are not required to notify you if we refuse to pay a prohibited payee.
- f. **How Bill Payments are Made** We may remit your payments by mailing your payee a paper check, by electronic funds transfer, or by other means. Payees who receive electronic delivery of payments will receive your payment information by computer link. Electronic payments are generally received and credited by most payees within two (2) Business Days after we have processed the payment. We may also send payments by a draft drawn on an account we maintain for this purpose. We send all checks through the United States mail. Payments made with a paper draft are generally received and credited by most payees within five to seven Business Days after we have processed the payment. We are not responsible for postal delays or processing delays by the payees. Occasionally, a payee chooses not to participate in the service, or may be unable to process payments in a timely manner. In such cases, we may decline to make future payments to these payees; and we will send you a notice via e-mail.
- g. **Uncompleted Payments.** Though a payment may be processed from your account, it could be returned by the merchant or by the U.S. Post Office. Payments may be returned for many reasons, including incorrect merchant address, incorrect merchant account number, the account being paid in full, damaged check, or incorrect payment amount. You will be notified by e-mail if a payment is returned. If the payment is returned due to an incorrect address or account number, you will be notified and requested to provide correct information. If a response is received within two business days and the correct information is provided, the payment will be re-sent. If a response is not received within two business days, the

funds are automatically credited back to your account. If the payment is returned because your account is already paid in full, the amount of the payment is incorrect, or if the merchant refuses payment, the funds are automatically credited back to your account with no option to re-send payment.

If a merchant/payee fails to cash a Bill Payee-generated payment check within 90 days, your account will be automatically credited without interest.

- h. **Canceling or Modifying Payments.** You must use On-Line Bill Pay service to cancel or modify a payment instruction. You may cancel or modify a payment instruction at any time prior to 2:00 p.m. Eastern Standard Time of the "Payment Date."
- i. **No Duty to Monitor Payments.** The Baltimore County Employee Federal Credit Union does not have any duty to monitor the payments that are made through QuickTeller Bill Pay.

You agree that you will not initiate a payment unless there are, or will be, sufficient funds in the specified eligible account on the Processing Date. If there are insufficient funds available in such account on the Processing Date, the Credit Union will automatically try to complete the payment instruction on the next business day. If there are still insufficient funds after this second try, the Credit Union will cancel the bill payment and notify you via electronic mail.

- j. **Overdraft.** If there are insufficient funds in the eligible checking account at the time you instruct us to initiate a payment transaction through Bill Pay Service, we will look to complete the payment by one of the following methods and by this specified sequence: an automatic transfer from your eligible savings account; by drawing on any available line of credit set up with your eligible checking account; or by utilizing the Courtesy Pay program in which the Credit Union funds the payment, a \$25 fee is then assessed, and you have up to 30 days to repay the monies. If there are still insufficient funds after attempting the methods outlined above, the Credit Union will cancel the bill payment and notify you via electronic mail.

QUICKTELLER ON-LINE

Bill Pay Liability

If we do not properly complete an On-Line Bill payment by the date your payment is due (“Delivery Date”) or in the correct amount according to our agreement with you, we will be liable for any verifiable late fees or finance charges up to a maximum of \$50 per scheduled payment to a business payee, arising from the failure to timely complete a payment instruction made per section (c) listed above. There are, however, exceptions. We will not be liable, for example, if:

1. You did not have sufficient funds in the account on the date a transfer was to be made or on the Processing Date, the account has been closed on date the transfer is to be made or the Processing Date, or the money in that account is subject to a court order restricting its removal or is the subject of a dispute.
2. Your account with the payee was not in good standing prior to you sending the Bill Pay instruction.
3. You failed to properly follow the instructions for the use of the Services or you did not comply with the terms of this Agreement.
4. If any payment or transfer would go over the credit limit of any account.
5. We, in good faith, believe that the instruction was given without your authorization, has not been properly authenticated or is fraudulent, or we have other reasonable cause not to honor an instruction for your or for our protection.
6. The information you provide to us about the intended payee was incorrect, the payee fails to properly credit any payment that we timely make, or the payee fails to cash a payment check within the time period we establish for cashing checks or if it rejects an electronic transfer.
7. Your Equipment or Software is not properly functioning or we are prevented from properly completing the transfer or payment by a technical malfunction, and when the instruction was given, you knew that the Services were not functioning properly.
8. The failure to make the transfer or payment is justified by any provision of this Agreement, any provision of any other agreement between you and us concerning any of your accounts or by applicable law.

9. If circumstances or persons beyond our control prevent the making of the payment or transfer, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, denial of service attack telecommunication outages, acts of war, terrorism, postal delays, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.

TERMINATION

You may terminate your use of the Service at any time by writing to us. You must notify us at least ten days prior to the date on which you wish to have your Service terminated. We require that you put your request in writing. If you have scheduled payments within this ten-day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise cancelled a payment, you will be responsible for payments during the ten days following our receipt of your written notice of termination. We may terminate your use of this service, in whole or in part, at any time without notice if you do not pay any required fee when due, if you do not comply with the terms of this Agreement or any other agreements governing your accounts, or if your eligible checking account is not maintained in good standing. We may also terminate your use of the service for any other reason by giving you thirty days notice. Termination will not affect your liability or obligation under this Agreement for transactions that we have processed on your behalf. Lastly, we may terminate your use of this service if your eligible checking account is dormant for 90 days or more.

CREDIT REPORTING NOTIFICATION

Merchant/Payees may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.