

Online Home Banking Agreement and Disclosure

Internet Access with Bill Payer

The following information describes the types of electronic funds transfers which are available to members through Online Banking/Internet Access and your rights and responsibilities concerning those transactions, including your rights under the Electronic Funds Transfer Act. You may want to print or save this document for future reference. Please read this document carefully. Some of the information may not pertain to you.

Electronic Funds Transfer:

An Electronic Funds Transfer (EFT) is any transaction involving funds initiated through an electronic terminal, telephone line, computer or magnetic tape authorizing the credit union to debit or credit your account.

Types Of Electronic Fund Transfers Available:

With your Password and access to the World Wide Web you may make the following transactions at any time 24 hours per day: balance inquiries, account and loan history inquiries, check clearing inquiries, transfer from one of your accounts to another one of your accounts (under the same member number), loan payments to your loans.

Other available services through Online Banking include:

The ability to download history files to be used to import files in Quicken or MS Money. If available, you may request to be enrolled in Online Bill Pay Service.

Limits on Withdrawals or Transfers:

Limitations on the frequency and dollar amounts of transactions made to and from your account(s) are:

Withdrawals and transfers from an account are limited to the available funds in the account.

Regulation D, at the discretion of the credit union, requires that no more than six (6) preauthorized automatic, audio response, telephone, or internet transfers may be made from your savings accounts during any one month. No more than three of these may be made by check, check card, computer, or similar order to a third party.

Online Banking does not permit withdrawals or transfers to or from Individual Retirement Accounts, Certificate Accounts, or Escrow accounts.

Mortgage loan payments must be equal to or greater than the scheduled payment amount.

Consumer Liability For Unauthorized Transfers:

CONTACT US AT ONCE if you believe your access device (password) has been lost or stolen. Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. 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 if someone used your access device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we may extend the time periods.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, ERRORS OR QUESTIONS ABOUT YOUR EFT TRANSACTIONS:

138 South Main Street
Attleboro, MA 02703
Phone: (508) 226-0140

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. You must provide us with the following:

- a) Your name and account number;
- b) Description of the error you are unsure about, and why you believe it is an error or why you need more information;
- c) The dollar amount of the suspected error.

If you tell us verbally, we will require that you send us your complaint in writing within ten (10) business days or we may not credit your account. 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 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 the investigation. If the alleged error pertains to a point of sale or a transaction initiated outside of the United States or Puerto Rico, the forty-five (45) calendar days become 90 calendar days. If the alleged error

occurs within the first 30 days of the opening and depositing to a new account the 10 business days become 20 and the 45 calendar days become 90.

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

Business Days: Our business days are Monday-Friday. Holidays are not included. If the end of a calendar month falls on a Saturday or Sunday, the Credit Union will "close its books" for that MONTH after the last business day but before the actual last day of the MONTH. Deposits, withdrawals or transfers made using your ATM card, Etc. Check Card, Online Banking, or Audio Response after the books are closed will be treated for dividend calculation purposes as if they occurred the first day of the next month and will be reported on the statement applicable to the next month; but they will be shown on that statement as having occurred on the actual calendar day you made the transaction. Cash advances made under your Credit Union issued Credit Card Retail Installment Credit Agreement, by the Audio Response, ATM card, Etc. Debit Card, and loan payments made by using your ATM card, Etc. Debit Card, Online Banking, or Audio Response after the books are closed will be treated for interest calculation and transaction reporting purposes as if they occurred on the actual calendar day you received the advance or made the loan payment; but they will appear on the statement applicable the next month.

Charges:

There are no monthly charges to maintain your Online Banking Access with an Attleboro Municipal Employees Federal Credit Union checking account. There may be a monthly service fee for using our optional Bill Pay service, if available. If you elect to enroll in Bill Pay, these fees will appear on your monthly statement; see separate fee schedule. *

Preauthorized Payments:

The Credit Union will charge your account if it must dishonor a preauthorized transfer from your account due to insufficient funds or if a stop payment order is received. See fee schedule. *

Disclosure Of Account Information To Third Parties:

Information about your account is confidential. We will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order or if you give us your written permission.

Bill Pay Service

This Disclosure and Agreement governs use of Attleboro Municipal Employees Federal Credit Union's Bill Pay service. By utilizing the service, you agree to the terms and conditions of the Disclosure and Agreement.

Terms Used:

"We", "our", "us" and "the Credit Union" refer to Attleboro Municipal Employees Federal Credit Union. "You" and "Your" refer to the Credit Union member, joint owner, or anyone authorized by the member to use the account. "Payee" refers to the merchants or other parties you are paying with Bill Pay service.

Eligibility:

You must be a member in good standing, at least 18 years of age, and enrolled in our Online Banking Service. The Credit Union reserves the right to refuse or terminate any member's Bill Pay Service. Associations and Corporations are not eligible to use our Bill Pay Service.

Business Days:

Our business days are Monday through Friday. Holidays not included.

Charges and Fees:

This is a Free Service, with Net Pay Direct Deposit. However, related savings or share draft fees may apply, see our Fee Schedule. A current Fee Schedule can be obtained by asking for a copy of our Truth In Savings Disclosure.

Cancellation:

You can cancel your Bill Pay service at anytime. Payments that are pending will not be processed if you cancel your service. Please contact us in writing or by email if you wish to cancel your Bill Payer Service.

Due Date:

You must select the date you want the payee to receive the payment. Payments will be processed seven (7) calendar days prior to the due date entered. A payment processing date that falls on Saturday, Sunday or Federal Holiday will be processed on the next business day. Payments may be sent through the US mail; you should take into consideration Federal Holidays when selecting the due date.

Payment Method:

A share draft (check) drawn against your account may be issued to the payee(s) you designate. You can cancel a scheduled payment prior to it being processed, without charge. Once a payment is processed it cannot be cancelled. If the draft

has not yet cleared your account you may be able to place a stop payment on the draft.

Applicable Law:

Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by existing State law. If any provision is found unenforceable, the rest of the Agreement will remain in effect.

Limitations:

Withdrawals and transfers from an account are limited to the available funds in the account. You may not make the following types of payments with our Bill Pay service:

- Payments to Government Agencies
- Tax Payments
- Court Order Payments
- Legal Judgment Payments

Payees outside the United States or its possessions/territories Minimum payment is \$1.00 and the maximum payment is \$9,999.99.

Regulation D requires that no more than six (6) preauthorized automatic, audio response, telephone, or internet transfers may be made from a saving account during any one month. No more than three of these may be made by check, check card, computer, or similar order to a third party.

Unauthorized Transfers:

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Disclosure Of Account Information To Third Parties:

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Our Liability For Failure To Complete Electronic Fund Transfer Transaction:

If we fail to complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for damages caused by our failure unless:

1. there are insufficient funds in your account to complete the transaction through no fault of ours;
2. the funds in your account are uncollected;
3. the funds in your account are subject to legal process;
4. the transaction you request would exceed the funds in your account plus any available over draft credit;
5. we have reason to believe that the transaction requested is unauthorized;
6. the failure is due to an equipment breakdown which you knew about when you started the transaction at the terminal;
7. the transaction would exceed security limitations;
8. circumstances beyond our control that occur despite reasonable precautions;
9. if you have not properly followed the Credit Union's Bill Pay instructions or have provided us with wrong or inaccurate instructions;
10. if you fail to notify us of any inaccuracy in any merchant list that has been set up on your account.