

TEACHERS FEDERAL CREDIT UNION ELECTRONIC SERVICES DISCLOSURE

The following provisions constitute an agreement between Teachers Federal Credit Union (hereinafter referred to as "we", "our", "us", "TFCU" and "Credit Union") concerning electronic services that are available for accounts maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", "me" and "member").

Definitions:

"ACCOUNT" means any and all deposit and or lines of credit you maintain with us that have accessibility by you via electronic services.

"ACH Network" means the funds transfer system, governed by NACHA rules, which provides funds transfer services to participation financial institutions.

"Business Day" Our normal business days are Monday through Friday, excluding federal holidays.

"CATT" means Computer Assisted Telephone Transaction.

"POPMONEY" means person to person payment service powered by Popmoney®. Allows transfers to an outside email or cell phone number.

"SYSTEMS" refers to both Online Banking and Audio Response Systems.

"TRANSACTION" or "TRANSFER" means an electronic movement of funds between your accounts, another credit union member's accounts, another person (Popmoney or your accounts at other financial institutions.

SERVICES OFFERED.

You may use the systems to access the following information¹:

- Bill Payer
- Mobile Banking
- Remote Check Deposit²
- Current and Available Account Balance
- Locate ATMs
- Transfer funds between your accounts
- Transfer to other TFCU member accounts
- Person to person transfers and transfer to accounts at other financial institutions via Popmoney®
- Fraud Alerts

- Cleared Share Drafts
- Current Rates
- Interest and Dividend Information
- Listing of Your Accounts
- Estimated Loan Payments & other financial calculators
- Loan Payment Amount and Next Due Date
- Opening New Accounts
- Loan Applications
- Changing Your Password
- Secure Messaging Communication System
- Download Account Information to Personal Financial Management Software Programs

¹ Some services listed are not available through the "CATT" system

² Qualifications required

- SMS Banking
- Print Statements

We reserve the right to add, delete, restrict and modify these services.

ACCOUNT ACCESS.

Once we enroll you for the Electronic Service, you may use your personal computer or mobile device to access your accounts. Please note, a working cell phone/email address is required in order to receive confirmation emails/verification texts for password resets and/or as part of authentication. The electronic service is normally accessible seven (7) days a week, twenty-four (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Use of this service requires a personal computer or an approved mobile device connected through the World Wide Web (Internet) or mobile service provider with a web browser, or a direct dial modem access to the Internet. You are responsible for the installation, maintenance and operation of any software on your computer and/or mobile device. TFCU will not be responsible for any errors, failures or fees involving any telephone service, Internet service, software installation or your computer. If you are not personally enrolled in our Bill Payment Service, you must complete the sign up process through Online Banking before this feature can be used.

To access TFCU's "CATT" system from a touch tone phone you can call (631) 698-7000 or, if outside the NY Metropolitan area use 1-800-341-4333.

APPROVED MOBILE DEVICE.

Smartphones and Other Web Enabled Devices: You acknowledge that smartphones and other Web enabled devices, including the mobile device you use to access the Mobile Banking Service, are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your mobile device. You also agree not to use a mobile device that has been altered from the original factory settings. This type of altering is commonly referred to as "Jail Broken", "unlocked" or "rooted". You agree to exercise caution when

utilizing the Mobile Banking Service application on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Any losses, charges and unauthorized transactions involving your Accounts that are incurred through loss of your mobile device or your failure to safeguard the security credentials you use (such as Usernames and passwords) to access the Mobile Banking Services and Internet Banking will remain your responsibility, except as otherwise provided in applicable law, regulation or other agreements between you and the Credit Union.

ELECTRONIC BILL PAYMENT AUTHORIZATION.

I AUTHORIZE the CU to post payment transactions generated by a personal computer (PC) from the Bill Paying Service to the account indicated on the form being sent electronically. If at any time I decide to discontinue service, I will cancel through my Online Banking account. I understand that funds must be available in my account for payment up to 2 days after the send date for processing. My use of the Bill Paying Service signifies that I have read the terms and conditions of the Bill Payment Service.

I UNDERSTAND that payments may take up to 2 business days and payments sent by check can take up to 5-7 business days to reach the payee. The Credit Union is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

I UNDERSTAND that I must have a checking or money market account and must be 18 years or older to use the Bill Paying Service.

TERMS AND CONDITIONS.

Transactions involving your accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable and amended from time to time.

Transfers from your checking account are limited up to your available balance or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your Account Agreement or Loan Agreements. TFCU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds or lower an account below a required minimum balance.

Transfers from savings accounts or money market accounts will be limited to a total of six (6) in any one month. Federal Regulations limit transfers from your savings accounts and money market accounts to no more than six (6) transfers per calendar month if the transfer is to another of your TFCU accounts or to a third party by means of pre-authorized, automatic, telephonic, POS transaction or Internet instruction. Transfers from a TFCU savings account to a TFCU loan account however is not subject to Reg D's transfer limits. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your Account or Loan Agreements. TFCU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required minimum balance or otherwise require us to increase our required reserve on the account.

ACCOUNT INFORMATION.

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy. You may view your transaction history by logging into Mobile Banking and looking at your Account History. Your history is also available through online banking and via monthly/quarterly periodic statements that are provided to you.

COMMUNICATION.

You may use secure support in the support section in online banking to send messages to us. Messages may not, however, be used to initiate a transfer on your account, a PIN change or a stop payment request. We may not immediately receive your message communications that you send and we will not take action based on secure messaging or email requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact TFCU immediately regarding an unauthorized transaction or stop payment request, you may call TFCU at (631) 698-7000.

ELECTRONIC ALERT NOTIFICATIONS.

TFCU will provide a service where you may elect to be notified of certain account activity by electronic means. By activating one or more cell phones or selecting email notifications and providing a valid email address, you agree to the following terms and conditions. We will send text messages (SMS) and /or emails to you based upon the instructions you provide us. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include personal information from your credit union account(s).

You may request to receive text messages concerning your accounts on any SMS-enabled cell phone. It is your responsibility to determine if your cell phone service provider supports text messaging and your device is capable of receiving text messages. The credit union's SMS messages are subject to the terms and conditions of your agreement(s) with your cell phone carrier. You are responsible for any fees imposed by your cell phone service provider.

Once you activate your cell phone for this service, YOU are responsible for keeping any personal information in your cell phone secure. For your protection, you agree to:

1. Login to online banking and cancel your SMS service if you cancel your service with your cell phone provider.
2. Login to online banking and cancel your SMS service if your cell phone is lost or stolen.
3. Login to online banking and cancel or edit your SMS service if you change your cell phone provider or change your cell phone number.
4. Erase your 'Sent Messages' and 'Inbox' that may contain your SMS PIN number or other information.

You may request to receive email messages concerning your accounts on any valid email address. It is your responsibility to determine if your email service provider is capable of receiving TFCU's email messages. The credit union's messages are subject to any of the terms and conditions of your agreement(s) with your email provider. You are responsible for any fees imposed by your email service provider even if your use of this service causes those fees to change.

Once you provide a valid email address for this service, YOU are responsible for keeping any personal information in your email account secure. For your protection, you agree to:

1. Login to online banking and cancel your email notifications if you cancel your email service.
2. Login to online banking and cancel or edit your email notifications if you change your email address.
3. Erase your 'Sent Messages' and 'Inbox' that may contain your PIN number or other account information.

You acknowledge, agree and understand that your receipt of any electronic message may be delayed or prevented by factor(s) affecting your cell phone service provider, email provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message. You agree to not hold the credit union, including its agents, employees, or volunteers, liable for any losses, damages or costs that may arise in whole or in part, from:

- (a) A non-delivery, delayed delivery, or the misdirected delivery of any message;
 - (b) Inaccurate or incomplete content in any message; or
 - (c) Your reliance on or use of the information provided in any electronic message
- for any purpose.

The credit union provides this service as a convenience to you. WE DO NOT USE SMS MESSAGING TO REQUEST YOUR PERSONAL INFORMATION. If you receive an SMS message from TFCU requesting personal information (Date of Birth, Social Security number, etc.) disregard it and please report it to our customer service representatives, 631-698-7000.

A SMS message or email does not constitute an official record for the account to which it pertains. In the event of abuse, the credit union reserves the right to terminate this service at any time without prior notice to you. All provisions of any agreements or disclosures previously made pertaining to your credit union accounts remain in effect and are not superseded or amended by this agreement.

CHANGES TO YOUR INFORMATION.

You agree to promptly update all your profile information, including, but not limited to, name, physical address, e-mail address and other accounts information. Profile information and account information may be updated by contacting Teachers Federal Credit Union. A Change of Address form must be filled out and submitted to Teachers Federal Credit Union. A form can be obtained at:

<http://www.teachersfcu.org/>

CHANGES TO THE ELECTRONIC SERVICES AND THIS AGREEMENT.

We reserve the right to change the electronic services and this Agreement, including fees, at our sole discretion and from time to time, without notice to you except as required by applicable law. If you do not agree to any amendments, you may stop using the electronic services and terminate this Agreement by contacting TFCU.

FEES AND CHARGES.

Currently, there is no charge for using TFCU's Electronic Services; however any fees applicable to your accounts with TFCU as set forth on TFCU's Schedule of Fees located at each branch and at <http://www.teachersfcu.org> will apply. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. You are responsible for any communication fees you incur to connect to TFCU's systems.

NO UNLAWFUL OR PROHIBITED USE.

As a condition of using the this service, I warrant to the Credit Union that I will not use the this service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use this service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

TERMINATION/AMENDMENT.

This Agreement shall remain in full force and effect until it is terminated by either party upon thirty (30) days' prior written notice to the other party. We also have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any amendment or revision to this Agreement must be executed in writing by an authorized party to your account and attached to our copy of the Agreement as well as noted in our account records.

DISCLAIMER OF WARRANTY.

WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE ELECTRONIC SERVICES, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT THE ELECTRONIC SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE ELECTRONIC SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIABILITY, INDEMNIFICATION.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE ELECTRONIC SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE ELECTRONIC SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY ELECTRONIC SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING ELECTRONIC SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE ELECTRONIC SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

GOVERNING LAW/JURISDICTION/SEVERABILITY.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of New York for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in Suffolk County New York. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

ARBITRATION.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF AN ARBITRATION AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, UPON THE REQUEST OF THE MEMBER OR THE CREDIT UNION, SHALL BE SETTLED BY MANDATORY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, OR MUTUALLY AGREED UPON EQUIVALENT, UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT IN NEW YORK STATE COUNTY OF SUFFOLK HAVING JURISDICTION THEREOF.

CONSENT AND AGREEMENT.

By selecting "I Agree" and by continuing to use our services, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the electronic service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. I understand that I will be unable to proceed if I do not select "I agree." The Credit Union reserves the right to provide information and notices about the Open Transfer service to me by non- electronic means. A copy of this Agreement can be printed using your browser's print command and a printer or may be requested by calling TFCU's member service department, (631)698-7000 ext. 6870.