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ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM ACCESS CARD, ATM DEBIT CARD, OUR DANA AUDIO RESPONSE SYSTEM AND OUR PCU PERSONAL COMPUTER ACCESS SYSTEM, EACH WITH THEIR PERSONAL IDENTIFICATION NUMBER (PIN) AND/OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY (E-CHECK). PLEASE BE CERTAIN TO READ THIS DISCLOSURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

In this Agreement, the reference to "We", "Us", "Our", and "Credit Union" mean Census Federal Credit Union. The words "You" and "Your" mean each person applying for and/or using any of the electronic services described in this Agreement. The word "Card" means any ATM Access Card or ATM Debit Card issued to You by Us and any duplicates or renewals We may issue and "E-Check" means any check which You authorize the payee to process electronically. If this is a joint account, read singular pronouns in the plural.

ATM ACCESS CARD, ATM DEBIT CARD, DANA AUDIO RESPONSE SYSTEM, PCU PERSONAL COMPUTER ACCESS SYSTEM AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to, the following: (a) Your ATM Access Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your ATM Access Card; (b) Your ATM Debit Card in ATMs or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your ATM Debit Card; (c) Our Dana Audio Response System; (d) any check which You authorize the payee to process electronically; and (e) Our PCU Personal Computer Access System.

An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Access Card, ATM Debit Card, Dana Audio Response System, PCU Personal Computer Access System, E-Check or any other electronic device. You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of the Card; (b) not to use Your Card for illegal transactions including, but not limited to, advances made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or Federal law; (c) that We may follow all instructions given to machines; and (d) that You may make withdrawals from Your Share Draft Account and/or Your Share Account that You may have with Us up to a maximum daily amount (Share and Share Draft combined) of \$500 provided You have enough money in Your Accounts. You may also make Point of Sale ("POS") withdrawals from Your Share and Share Draft Account(s), provided You have enough money or available credit in Your Account(s).

JOINT ACCOUNTS. If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

Each withdrawal by You or by any authorized user of Your Card, PIN or Access Code may be charged to Your Share or Your Share Draft Account as appropriate and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Share Account in any order We determine; (2) We cannot honor stop payment requests on ATM Access Card, ATM Debit Card, and Dana Audio Response System withdrawals. You may use other Electronic Fund Transfer services which may include: (a) pre-authorized deposits of Your net paycheck, (b) automatic payroll deductions; and (c) pre-authorized deposits of pension checks and other recurring payments or deposits.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Delayed Funds Availability Policy, deposits made at any of Our network ATMs may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines at about 2:00 PM each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope (additional holds may apply (see Our Funds Availability Policy Disclosure).

ISSUANCE OF PERSONAL IDENTIFICATION NUMBER AND/OR ACCESS CODE. You will be issued separate Personal Identification Numbers (PINs) and/or Access Codes to be used in conjunction with ATM Access Card, ATM Debit Card, and Dana Audio Response System electronic fund transfers. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Share Account and/or Your Share Draft Account that You may have with Us to cover such transactions.

TYPES AND LIMITATIONS OF SERVICES

ATM ACCESS CARD TRANSACTIONS. You may use Your ATM Access Card in conjunction with Your PIN in any of Our network ATMs, or such other machines or facilities as We may designate. At the present time, You may make the following types of transactions: (a) withdraw cash from Your Share or Share Draft Accounts; (b) deposit money to Your Share or Share Draft Accounts; (c) transfer funds between Your Share and Share Draft Accounts; and (d) learn the balances in Your Share and Share Draft Accounts You have with Us.

You may also use Your ATM Access Card to purchase goods and services at any business establishment where it is honored (See "Point of Sale" section).

ATM DEBIT CARD TRANSACTIONS. You may use Your ATM Debit Card in conjunction with Your PIN in any of Our network ATMs, or such other machines or facilities as We may designate. At the present time, You may make the following types of transactions: (a) withdraw cash from Your Share Draft Accounts; (b) deposit money to Your Share Draft Accounts; and (c) learn the balance in Your Share Draft Accounts You have with Us.

You may also use Your ATM Debit Card to purchase goods and services at any business establishment where it is honored (See "Point of Sale" section).

POINT OF SALE. You may use Your ATM Access Card or ATM Debit Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Share Draft Account to cover such transactions, provided You have enough money in Your Accounts.

We may, but are under no obligation to do so, process an Electronic Fund Transfer that exceeds the balance in Your Share and/or Share Draft Account. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount plus any associated fees and charges.

DANA AUDIO RESPONSE TRANSACTIONS. You may use Our Dana Audio Response System and Your Dana Audio Response Code to make the following types of transactions on designated accounts: (a) telephone transfers of funds between Your deposit Accounts and/or loan Accounts; (b) payments on Your loan Accounts; (c) inquiries on Account balances and loan data; (d) inquiries on dividends; (e) withdrawals from deposit Accounts; (f) transactions or inquiries on shares/deposits; and (g) miscellaneous inquiries on Credit Union services that affect Your Account. Dana Audio Response operates 24 hours every day. If You call Dana Audio Response Access and are told that "the system is not available", please call back later when service is restored.

PCU PERSONAL COMPUTER ACCESS SYSTEM TRANSACTIONS. At the present time, You may use Our PCU Personal Computer Access System via a personal computer for the following services: (a) transfer funds between Your deposit Accounts and/or Line of Credit Accounts; (b) make payments on Your loan Accounts; (c) make inquiries on Account balances, Account transactions and loan data; (d) make withdrawals from deposit Accounts; (e) make transactions or inquiries on shares/deposits; (f) make miscellaneous inquiries on Credit Union services that affect Your Account; and (g) make advances from Your Line of Credit that You may have with Us.

You may cancel a transaction scheduled for a future date only if We receive Your request for cancellation in time to stop the identified transaction. If You request such a cancellation and We are unable to process Your request, We will (but are under no obligation to do so) attempt to notify You prior to the posting of that transaction. You agree

that once You have initiated a transaction, the Credit Union will have no liability for failure to fulfill Your request for stop payment.

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

OWNERSHIP. Your Card and/or any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Our Dana Audio Response System at (301) 763-0370 or (800) 647-3262 to find out whether or not the deposit has been made.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call Us at (301) 763-0287 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call.

Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a fee schedule and Dana Audio Response information after Your Account is established. Additional fee schedules are available at any of Our office locations. You may also be charged fees imposed by ATM operators for using ATMs that We do not own and/or operate. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card, PIN or Access Code has been reported lost or stolen and We have blocked the Account.

LIABILITY FOR UNAUTHORIZED USE. Telephone Us at once at (301) 763-0287 or (800) 343-6788 or write Us at the address shown in this Agreement if You believe Your Card or PIN have been lost or stolen, 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. If You tell us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card, PIN or Access Code and We can prove that We could have stopped someone from using Your Card, PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transactions that You did not make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the first

periodic statement in which the transaction appears, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Telephone or write Us at the address and telephone number in this Agreement as soon as You can, 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 send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) 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.
- (3) 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 10 business days. We will determine whether an error occurred within 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 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 10 business days, We may not credit Your Account. We will tell You the results within three 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 We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

UNAUTHORIZED TRANSFERS. To report a lost or stolen ATM Access Card, ATM Debit Card, PIN, Access Code or any combination thereof, You will call Us during business hours at (301) 763-0287 or (800) 343-6788 and after hours at (800) 449-7728. You may also write to Us to report the loss of a Card, PIN or Access Code at the address shown in this Agreement. 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.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance, You will be charged a fee in an amount equal to 1.00% of the settlement amount.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission.

TERMINATION. We may terminate Your right to use Your Card, PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

BUSINESS DAYS. Every day is a business day except Saturdays, Sundays and holidays.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of Maryland except to the extent that such laws are inconsistent with controlling federal law.