

HCTA OnLine Services Agreement and Disclosure Statements

The agreement describes your rights and obligations as a user of the HCTA OnLine Service (“Service”). It also describes the rights and obligations of the Credit Union. Please read this Agreement carefully.

Electronic Disclosures: You agree to receive this Agreement and Disclosure Statement electronically. After you have carefully read this Agreement in its entirety, you will be asked to consent to the terms and conditions of this agreement. We suggest that you print a copy of this Agreement for future reference. Terms pertaining to fees and contact persons for problems will be separately disclosed. The purpose of this disclosure statement is to inform you of certain rights which you have under the Electronic Funds Transfer Act with respect to your use of our HCTA OnLine service.

- **Definitions.** As used in this Agreement, **Account(s)** refers to your share drafts, share certificate, savings, or loans you have with the credit union, some of which may not be eligible for electronic transactions using the service; **Agreement** refers to the Member Services Agreement containing the terms and conditions governing your Accounts; **Billing Account** means the account you have designated to be charged for all fees and charges, if any, associated with the services; **Business Day(s)** means Monday through Friday, except credit union holidays; **the service(s)** refers to collectively, any or all of HCTA OnLine which allows you to access account and transaction information, transfer funds, or request a check on a personal computer; **we, us or our** refers to the credit union and any agent, independent contractor, designee or assignee that we may, in our sole discretion, involve in the provision of the service; **you or your** refers to the person(s) subscribing to or using the service.
- **Applicability.** This Agreement and Disclosure Statements (the “Agreement”) between you and us governs your use of the service for consumer purposes. By subscribing to the service or using the service, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement.
- **The Service.** You may use a personal computer (“PC”) to electronically access account and transaction information, order transfers of funds among your eligible account(s), or request a check be sent to you to the address we have on file for your account. You will be notified of eligible account(s) at the time your service application is processed.
- **Software and Equipment Requirements.** You may access the HCTA OnLine software via the Internet. From time to time, there may be upgrades in the HCTA OnLine software. If there is a cost for the new release, a written notice will be provided in advance of any fee that is payable.
- **Your User ID and Password.** You will be assigned a personal User ID and a Password which you will use to obtain access to your Account(s) at the credit union. You authorize us to follow any instructions entered through the service using your User ID and Password. Because your User ID and Password can be used to access money in your Account(s) and to access information about these Account(s), you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene or threatening when defining your User ID or any other personalization of your Account(s).

- **Sharing Your User ID and Password With Others.** You agree not to give or make available your User ID, Password, or account number(s) to any person who is not authorized to access your HCTA OnLine account(s) and other accounts. If someone to whom you have granted authority to use your User ID and Password exceeds such authority, you are fully liable for all transfers and payments made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization.
- **Balance Inquiries, Account History and Transfers.** You may use the service to check the balance and history of your accounts and to transfer funds among your eligible accounts. In order to initiate one of these transactions, you must first use your User ID and Password to go online and obtain access to your accounts. The balance shown may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments or charges. A fund transfer request or check withdrawal will be transacted, if funds are available each business day just prior to incoming ATM (when available) and share draft processing (9 a.m. – 4:30 p.m.). Your account balances and history will be updated for your HCTA OnLine access immediately following daily ATM (when available) and share draft file processing. If there are insufficient funds in an account from which you are requesting a funds transfer, your service request will not be processed. Electronic Transactions from savings accounts are limited by Federal Reserve (Regulation D) requirements to a combination of six (6) transfers/withdrawals per calendar month, no more than three (3) of the six transfers may be made by check, draft, debit card or similar order made by the depositor and payable to third parties. Fund transfers and withdrawals are not permitted on share certificate accounts.
- **Documentation.** All of your fund transfers or check withdrawals made through the service will appear on your periodic account statement. Your activity and balance information with HCTA OnLine is current as of the effective date/time listed on the service site.
- **Fees.** Any fees charged in connection with the Service will be disclosed to you in a separate disclosure. Changes may be made from time to time and we will give you prior notice either in writing or electronically.
- **Termination.** You may terminate your use of the service at any time by writing to us. You must notify us at least five (5) days prior to the date on which you wish to have your service terminated. Subject to applicable law, we may terminate your use of the 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 the agreements governing your Accounts, if your designated account(s) is/are not maintained in good standing, or if your account is closed. Any unresolved dispute between authorized users concerning security code access may result in the cancellation of HCTA OnLine privileges. We may also terminate your use of the service for any other reason by giving you fifteen (15) days notice. Termination will not affect your liability of obligation under this agreement for transactions that we have processed on your behalf.
- **Business Days.** Our Business Days are Monday through Friday. Credit union holidays are not included. You may use the service twenty-four hours a day, seven days a week, except during maintenance periods; for the review of check payment orders, for fund transfers, account history

and balance inquiries, however, check payments, fund transfers and loan advances can only be processed on a business day.

- **Confidentiality.** We will only disclose information to third parties about your Accounts or the transfers you make:
 - where it is necessary for completing transfer
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - in order to comply with government agency, court orders or applicable law, or
 - to protect the interests of the Credit union, such as in collection of a debt or
 - if we have your express consent.
- **Consumer Liability.** Tell us at once if you believe your User ID and Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you believe your User ID and Password has been lost or stolen, and you tell us within two Business Days after you learn of the loss or theft, your liability shall not exceed the lesser of \$50.00 or the amount of unauthorized transfers that occur before notice to the Credit Union. If you fail to notify the Credit Union within two business days after learning of the loss or theft of your User ID or Password, your liability shall not exceed the lesser of \$500.00 or the sum of (a) \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and (b) the amount of unauthorized transfers that occur after the close of two business days and before notice to the Credit Union, provided the Credit Union establishes that these transfers would not have occurred had you notified the Credit Union within that two-day period.

Also, if your statement shows transfers or check withdrawals that you did not make, tell us at once. If you do not tell us within sixty days after the end of the month with the problem, you may not get back any money you lost after the sixty 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 such as a long trip or hospital stay kept you from telling us, we will extend the time periods.

- **In Case of Errors or questions about your Electronic Transactions.** Write us at the address shown below as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re-credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

- **How to Contact Your Credit Union.** If you believe your HCTA OnLine Password has been lost or stolen or that any unauthorized transfer or withdrawal from any of your accounts has occurred or may occur, contact HCTA immediately by calling or writing at:

HCTA Federal Credit Union
3454 Ellicott Center Drive

Ellicott City, MD 21043

410 461-2257 (leave a message on the recorder if it is after regular

business hours)

410 461-4691 to fax a message

All calls and faxes will be acknowledged on the next business day.

- **Liability for Transactions.** If we do not complete a transfer or check withdrawal to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - if, through no fault of ours, you do not have enough money in your account to make the transfer or payment;
 - If the funds in your account are subject to legal process or other encumbrances restricting such transfer;
 - If the service or your personal computer or modem is not working properly and you know about the malfunction when you started the transfer or payment;
 - Circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, terrorist attack, delay in U.S. mail, interruption in your electrical power or telephone, the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your PC, operating software, modem, or telephone line, including the failure of your hardware and operating software to be year 2000 ready.
 - For any indirect, special or consequential damages you may incur.
- **Limitation of Liability.** Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the service or the use thereof or arising in any way out of the maintenance of our OnLine Software, even if we have been advised of the possibility of such damages or loss. We are not responsible for any loss, damage or injury resulting from and interruption in your electrical power or telephone; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, the failure or unavailability of internet access problems with internet service provider, any defect or malfunction of your PC, modem, or telephone line, the failure of your hardware and operating software be Year 2000 ready, or the failure of any third party software to be Year 2000 ready. We are not responsible for any services relating to your PC other than those specified in this Agreement.
- **Entire Agreement.** This agreement, together with our fee statement and Reg. E disclosure, which are incorporated herein by reference, constitutes the complete and exclusive agreement related to the service, and supplements the Member Services Agreement and any other agreement or disclosure related to your accounts or any statement by our employees or agents, this agreement shall control, only as to the electronic fund transfers conducted by using this service.
- **Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.
- **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this agreement to any

third parties.

- **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Maryland without regard to that state's conflict of laws provision.
- **Amendments.** We may amend or change any of the terms and conditions of this Agreement at any time upon reasonable written notice (including electronic communication) to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you may notify us prior to the effective date of the change or amendment and cancel your access to the Service. Your continued use of the Service after the effective date of change will be deemed acceptance of the change or amendment.
- **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.