

## Teachers Federal Credit Union E-Notice Disclosure

The following provisions constitute an agreement between Teachers Federal Credit Union (hereinafter referred to as "we", "our", "us", and "Credit Union") concerning electronic delivery of statements and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "member").

### 1. ELECTRONIC AND AUTHORIZATION FOR ELECTRONIC DELIVERY

By signing the E-NOTICES Enrollment Form, you elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:

- Truth in Lending Act
- Truth in Savings Act
- Fair Credit Reporting Act
- Electronic Funds Transfer Act
- Equal Credit Opportunity Act
- Federal Credit Union Act

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your acceptance below also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one individual that is a party to the account, notice to any one individual will be effective for all.

### 2. SECURITY MEASURES

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Upon your election of the E-NOTICES service, the Credit Union will "pre-note" your e-mail address by sending you a test e-mail and requiring you to reply to us prior to initiating our E-NOTICES services. Our security consists of 128-bit encryption of the data on the E-NOTICES to protect it while in transit over the Internet. Subject to Paragraph 7 below, once you receive and open an e-statement, it is decrypted by use of a software program we will provide to you and a unique password until such time that you exit the e-statement, when it is once again encrypted at the 128 bit level and password protected.

YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. BY SIGNING THE ENROLLMENT FORM FOR E-NOTICES, YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S) AND NOTICES, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS, MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT STATEMENT(S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE CREDIT UNION'S COMMERCIALY REASONABLE SECURITY MEASURES. BY ACCEPTING THE ENROLLMENT FORM FOR E-NOTICES, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT STATEMENT(S), THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S) AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 10 BELOW.

### 3. YOUR COMPUTER'S SPECIFICATIONS

In order to receive E-NOTICES services, your computer hardware, software and your Internet Service Provider ("ISP") must meet the following specifications:

- 32 MB RAM
- 200 MB Free Disk Space
- ISP Allows E-mail Attachments Up To 500 KB

### 4. E-MAIL ADDRESS

We will send your account alerts and periodic account statement(s) to you via e-mail to the last known e-mail address provided and verified by you (as per the requirements of the set-up process). You agree to notify us promptly in writing (by letter sent via U.S. Mail) of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail or telephone. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is a lack of ordinary care on your part. If we become aware that you are not receiving your e-statement(s) and notices, we will send your e-statement(s) and notices to you via U.S. Mail to your last address known to us. If you have a "multiple-party account", your e-mail address may be changed using the procedure described above by any authorized party to your account. THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

## **5. PROMPT REVIEW OF E-NOTICES**

Your e-statement will be dated the day the e-statement is sent to you by e-mail (the "Email Date"). You must promptly review your e-statement and any accompanying items and notify us of any error, or other irregularity, in writing or via e-mail at: [webmail@teachersfcu.org](mailto:webmail@teachersfcu.org) (within the applicable time periods specified in the EFT agreement). If you allow someone other than you to review your statements, you must still review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the e-statement.

## **6. CHANGING YOUR PASSWORD**

If you would like to change your password, you must notify us in writing (by letter sent via U.S. Mail) to request the password change. For your protection and for security purposes, we will not accept any change of password notices via e-mail or telephone. The procedure for changing your current password is to simply set forth in a letter your current password, which we will then verify, and clearly set forth your new password. We will notify you via e-mail to verify the change to your new password. If you have a "multiple-party account" as defined in the Rules, your password may be changed using the procedure described above by any authorized party to your account. THE CREDIT UNION SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE PASSWORD IS CHANGED USING THE PROCEDURES SET FORTH ABOVE. You agree that the Credit Union has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your personal computer using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

## **7. DISCLAIMER OF WARRANTY**

WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE E-NOTICES SERVICES, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT E-NOTICES SERVICES 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 E-NOTICES 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.

## **8. NOTICE OF UNAUTHORIZED ACCESS**

If you believe your e-statement is lost or that someone has obtained access to your e-statement without your permission, call us at (631) 698-7000 ext. 3795 or write us at: TFCU, P. O. Box 9005, Smithtown, NY, 11787, ATTN: E-Commerce Support

## **9. LIABILITY; INDEMNIFICATION**

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE E-NOTICES 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 E-NOTICES SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY E-NOTICES SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING E-NOTICES 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 E-NOTICES SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **10. 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, including the Rules. 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.

## **11. 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. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

## **12. ARBITRATION**

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF AN ARBITRATION AGREEMENT LOCATED IN THE RULES, WHICH GOVERNS ACCOUNTS AND OTHER AGREEMENTS AND SERVICES OFFERED BY THE CREDIT UNION AND PURSUANT TO WHICH THE MEMBER AND THE CREDIT UNION AGREE, UPON THE REQUEST OF THE MEMBER OR THE CREDIT UNION, TO SUBMIT TO MANDATORY BINDING ARBITRATION ANY "DISPUTE" AS THAT TERM IS DEFINED IN THE RULES.