

Aurora Schools Federal Credit Union eTeller Online Banking and eStatement Agreement - September 3, 2009

This Agreement is the contract which covers your and our rights and responsibilities concerning eTeller Online Banking services offered to you by Aurora Schools Federal Credit Union. In this Agreement, the words "you" and "yours" mean those who access Online Banking and any authorized users. The word "account" means any one or more share accounts or any other accounts you have with the Credit Union. By accessing the eTeller Online Banking service, you agree to the following terms governing your and our rights and responsibilities concerning the eTeller Online Banking electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through eTeller Online Banking.

1. eTeller Online Banking Services. You must use your user name and password to access your accounts. eTeller Online Banking is accessible seven (7) days a week, 24 hours a day. However, the system may be temporarily unavailable from time to time for maintenance. You will need a personal computer and a web browser (such as Netscape Navigator or Microsoft Internet Explorer) to access eTeller Online Banking. The online address for eTeller Online Banking is www.asfcu.com. You are responsible for the installation, maintenance and operation of your computer and modem and/or other Internet connection device. The Credit Union will not be responsible for any errors or failures involving any telephone or other Internet service, or your computer. At the present time, you may use eTeller Online Banking to:

- Withdraw funds by check via mail from your savings, checking, or Money Market Account.
- Transfer funds to and from your savings, checking, and Money Market Account.
- Obtain balance information for all of your accounts.
- Make loan payments from your savings and checking accounts.
- Obtain balance information for your VISA Credit Card, Overdraft protection Loan, and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on deposit accounts or interest paid on loan accounts.
- Verify the date and amount of any deposit including payroll deposits.
- Obtain current loan interest rates, account histories, dividend and interest rates and calculate loan payments.
- Transfer funds from your account to another account at ASFCU.
- Pay bills from your checking account using the Bill Pay Service.
- Communicate with the Credit Union using the electronic mail (E-mail) link: callcenter@asfcu.com.
- Obtain copies of statements.
- Apply for a loan.
- Order check copies.
- Reorder personal checks.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

2. eTeller Online Banking Service Limitations. The following limitations on Online Banking transactions may apply:

a. Transfers. You may make transfers to your other accounts as often as you like. For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic, telephone, Online Banking, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check, debit card or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). Under Regulation D, these transfer restrictions are required in order for us to classify share savings accounts as a depository account with the Federal Reserve Board. 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 deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks requested through eTeller Online Banking are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

b. 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 the processing time for any ATM deposit transactions and our Funds Availability Policy. Any

transfer of funds after regular business hours will post to the account on the following business morning with an effective date of the date the transfer was made.

c. E-Mail. You may email us at callcenter@asfcu.com. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Upon receipt of your e-mail ASFCU will notify you via email as to the status of your request within one business day. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at 303-360-0987 or 1-877-208-2979.

3. Security of Access Codes. The personal identification number/password and username are the access codes that you select for your security. Your access codes are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized by you to sign on your accounts. If you authorize anyone to use your access codes, you understand that person may use the eTeller Online Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access codes and you agree that the use of your access codes will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access codes that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access codes. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access codes are changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

4. Member Liability. You are responsible for all transfers you authorize using the eTeller Online Banking services under this Agreement. If you permit other persons to use your access codes, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access codes and accessed your accounts without your authority.

Telephoning is the best way of keeping your possible losses down. For eTeller Online Banking transactions, your maximum liability for unauthorized use may be up to \$50. If your statement shows transfers that you did not make, including those made by access codes or other means, tell us at once. If you do not tell us within sixty (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 making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. Notify us at once if you believe your access codes have been lost or stolen or that someone has transferred or may transfer money from your account without your permission. call: (303) 360-0987 or (877) 208-2979 or contact us electronically via e-mail at callcenter@asfcu.com. Or write: Aurora Schools Federal Credit Union 751 Chambers Road, Aurora, CO 80011 Attn: eTeller Online Banking

5. Business Days. Our business days are Monday through Friday excluding Holidays.

6. Fees and Charges. There are certain charges for services as set forth in our fee schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

7. Transaction Documentation. Transfers and withdrawals transacted through eTeller Online Banking will be recorded on your periodic statement. You will receive either a monthly or quarterly statement by mail or through eStatements.

8. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our web site at: www.asfcu.com. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agencies or court orders; or
- d. If you give us your written permission.

9. Limitation of Liability for eTeller Online Banking Services. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, if funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability policy, or the transfer would exceed the credit limit on your line of credit.

- b. If you used the wrong password or you have not properly followed computer instructions.
- c. If your access codes have been reported lost or stolen.
- d. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- e. If circumstances beyond our control (such as fire, flood, power failure, or computer or telephone system malfunction) prevent the transaction, despite reasonable precautions we have taken.
- f. If the funds in your account are subject to an administrative hold, legal process, or other claim.
- g. If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- h. If the electronic transfer is not completed as a result of your willful negligent use of your access codes, or any EFT facility for making such transfers.
- i. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- j. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- k. If our computer system or equipment does not receive the commands you sent from the computer workstation you used to transmit instructions.
- l. If you transfer funds to a wrong account and we are not able to recover the funds for you.
- m. If the system is unavailable due to a maintenance shutdown.
- n. If your access codes (username and password) have been "locked out" and you have been denied access because of too many invalid log-in attempts on your account.
- o. If there are other exceptions as established by the Credit Union.

10. Termination of eTeller Online Banking Services. You agree that we may terminate this Agreement and your eTeller Online Banking services, if you, or any authorized user of your eTeller Online Banking services or access codes breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access codes. In addition, we reserve the right to terminate the service if you fail to use the service for more than six months.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

11. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you by mail at least twenty-one (21) days before the effective date of any change, as required by law. Any change in terms will also be published on-line for your acceptance, prior to log on.

12. Statement Errors. In case of errors or questions about your eTeller Online Banking transactions, contact us by: telephone at 303-360-0987 or 1-877-208-2979; send us an email; or write us at ASFCU, 751 Chambers Road, Aurora, CO 80011, as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days 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. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If you give notice of an error that occurred on a new account (within thirty (30) days after you make the first deposit to your account), or a transaction initiated outside the United States we will have ninety (90) business days to investigate. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

13. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Colorado

as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Colorado law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provisions may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.