

Post Office Credit Union of MD, Inc.
Internet Banking Service Agreement
and Disclosure Statement

By accessing certain personal computer banking and related services offered by Post Office Credit Union of MD, Inc., as described in this Internet Banking Service Agreement and Disclosure Statement ("Agreement") and as otherwise made available by Credit Union from time to time (collectively, "POCUMD Internet Banking"), and in consideration of our allowing you access to POCUMD Internet Banking, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Credit Union", "POCUMD", "we", "us", or "our" refers to Post Office Credit Union of MD, Inc., and each reference to "you" and "your" refers to each member, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of the POCUMD Internet Banking services with respect to the account. Each use of POCUMD Internet Banking constitutes confirmation by you of your agreement to, and understanding of, the terms of this Agreement and any screens that appear on your computer when you sign on to the Post Office Credit Union of MD, Inc.'s Web Site. Please read this Agreement carefully and keep it for future reference.

The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Account(s), the applicable account disclosures, the Membership Booklet, and the Fee Schedule (all of which are collectively called the "Deposit Agreement"), and the agreements governing the Loan Accounts, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Internet Banking system or any related materials regarding the Credit Union's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association (NACHA) and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder.

BROWSER SECURITY. POCUMD Internet Banking transmits data using SSL (Secure Socket Layer) technology encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your web browser. Netscape Navigator has a key symbol that appears in the lower left corner of the screen. When the symbol appears "solid", transmitted data is being encrypted. When this symbol appears "broken", a secure session has not been established. Similarly, Microsoft Internet Explorer has a lock symbol that appears when data is being encrypted. When this symbol does not appear, a secure session has not been established. You agree not to engage in POCUMD Internet Banking transactions unless you have confirmed that a secure session has been established, and that you will be responsible for any losses or damages you incur if you do not do so.

LINKS. The POCUMD website may contain links to third party websites. These links are offered only as pointers to sources of information, or products and services, which may be of interest to users of our Internet Banking service, and Post Office Credit Union of MD, Inc., is not responsible for the content of such sites, including the operations, programming, and conduct of transactions over such sites. Post Office Credit Union of MD, Inc., disclaims all liability of any kind whatsoever arising out of your use of, or inability to use such third party web sites, the use of your information by such third parties, and the security of information you provide to such third parties.

1. **Hardware and Software Requirements.** To be able to use POCUMD Internet Banking, you must provide an access device such as a personal computer with related equipment (the "Hardware") and the necessary operating software to operate the Hardware. You must provide a connection to the Internet through an Internet Service Provider ("ISP"). You will access POCUMD Internet Banking through our Internet Banking service provider ("Service Provider") that will act as an interface between you and the Credit Union. A browser which supports 128-bit encryption, such as MS Internet Explorer 5.5 or higher or Netscape Navigator 6.0 or higher is required to use POCUMD Internet Banking. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the Hardware, the software, the ISP service, and for all related costs. You are solely responsible for protecting your Hardware and software from computer viruses and other related problems. You agree not to engage in POCUMD Internet Banking transactions unless you have confirmed that a secure session has been established, and that you will be responsible for any losses or damages you incur if you do not do so.
2. **The Accounts.** You agree to use POCUMD Internet Banking solely for the services described in this Agreement or subsequently designated by you as provided in Section 5, and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Loan Account") held by the Credit Union and designated by you as described below (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts.
3. **Confidentiality of Password and User ID.** All POCUMD Internet Banking transactions or inquiries must be initiated by use of your POCUMD Internet Banking Password and User ID. We will assign you a Password and User ID. The first time you sign on to POCUMD Internet Banking, you will be required to select a new Password. POCUMD Internet Banking allows you to change your Password online. It is recommended that you do not use your birthday, names, or other codes that may be easy for others to determine as your Password. No Credit Union employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. **YOU AGREE TO KEEP YOUR Password CONFIDENTIAL. USE OF THE Password BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH POCUMD INTERNET BANKING.** You agree that any POCUMD Internet Banking transaction or request initiated by use of the Password will be subject to and governed by this Agreement.

If you authorize another person to use your Password, that person can use POCUMD Internet Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your Password is strongly discouraged by the Credit Union, and is done at your sole risk and peril.

You should always exit POCUMD Internet Banking after you finish viewing your accounts. Never leave your computer unattended while accessing POCUMD Internet Banking; if you do, a third party may be able to access your accounts from your computer, without needing to use your Password.

4. **Business Days.** Business days for Post Office Credit Union of MD, Inc., are Monday through Friday, excluding holidays. You may access the accounts through POCUMD Internet Banking 24 hours a day, seven days a week, except that regular maintenance on the systems or equipment may result in interrupted service. We may also find it necessary to occasionally change the scope of our services. Post Office Credit Union of MD, Inc., cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.
5. **Internet Banking Services.** You may use POCUMD Internet Banking to perform any of the following services designated by you or subsequently added by you as provided below:
 1. To transfer funds between Deposit Accounts, such as checking, savings or money market deposit accounts;
 2. To make your Post Office Credit Union loan payment from a Deposit Account, such as checking, savings or money market deposit account;
 3. To view balance and transaction information for Post Office Credit Union accounts;
 4. To view images of your canceled checks online;
 5. To pay bills electronically from a designated Deposit Account that is a checking account with unlimited check-writing privileges;

To receive e-mail from and transmit e-mail to the Credit Union as described in this Agreement. You may apply for or cancel Internet Banking service by contacting Post Office Credit Union of MD, Inc., at (410) 727-5469.

As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or bill payment (other than a bill payment made by check or other paper item), as these terms are defined below.

6. Transfers to and from Accounts:

Deposit Accounts and Loan Accounts. You may use POCUMD Internet Banking to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, or to any Loan Account, as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers".

A. **Authorization.** You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through POCUMD Internet Banking by you or by any other person who is authorized to use your Password. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and the Deposit Agreement.

B. **Limitations.** Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or the Deposit Agreement.

C. **Time of bank transfers; posting; funds availability.** If you initiate a bank transfer of available funds, the bank transfer will be posted to the Deposit Account the same day.

7. **Accuracy of Account Information.** POCUMD strives to provide complete, accurate and timely account information through POCUMD Internet Banking. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed or inaccurate. With respect to electronic funds transfer problems; such as unauthorized transfers or the Credit Union's failure to properly complete authorized transfers, the extent of our liability is described in Section 16 of this Agreement.

8. **Insufficient Funds.** When you use POCUMD Internet Banking and/or the Bill Payment Service, you must have sufficient funds available in the selected account to cover the amount of the transfers or payments you schedule, and any associated overdraft protection fees.

If your checking account does not have sufficient funds to issue a payment as of the date the payment is scheduled to be deducted, you agree that this will constitute an overdraft under the Deposit Agreement, and to pay any fees incurred as set forth in our current Fee Schedule.

The Bank is under no obligation to notify you if it does not complete a payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or transfer, or for rescheduling the payment through the Bill Payment Service.

9. **Electronic Mail Service.** You may use POCUMD Internet Banking to send electronic mail ("e-mail") to us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. If you need to contact us immediately to stop payment, to report an unauthorized use of your Password, to report unauthorized access to an account, or for any other reason, you should call us at (410) 727-5469. We will not be responsible for acting on or responding to any e-mail request made through POCUMD Internet Banking until we actually receive your e-mail message and have a reasonable opportunity to act.

10. **Additional Service.** We may, from time to time, make additional services available through POCUMD Internet Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

11. **Fees and Charges.** In consideration of our making POCUMD Internet Banking available to you, you agree to pay, and you authorize us to automatically debit to the billing account (the "Billing Account") each calendar month, the following non-refundable charges for the preceding calendar, monthly. **Currently, POCUMD does not charge for viewing your accounts, or completing transfers to and from your individual accounts, but we reserve the right to do so in the future.**
12. **Errors and Adjustments.** We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.
13. **Account Reconciliation.** The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of bank transfers or bill payments and the debits to the Deposit Account made with respect to such bank transfers and bill payments, and (b) amounts debited by the Credit Union from the Billing Account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of bank transfers, bill payments, or debits. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records and the Deposit Account statements or any other notices mailed by the Credit Union to you.
14. **Settlement of Obligations.** To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of your accounts or (b) deducting the payment from the amount of any bank transfer or bill payment. Debiting an account or deducting payment from the amount of any bank transfer or bill payment is not the Credit Union's exclusive remedy under this or any other section of this Agreement; therefore, the Credit Union will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.
15. **Credit Union's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages. However, there are some exceptions. We will not be liable, for instance, if: A) Through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer; B) You have not completely and properly followed the terms of this Agreement or the instructions provided by the Internet Banking Service Provider or the Bill Pay Service Provider ("Service Providers") regarding how to make an electronic fund transfer; C) Any data or instruction transmitted via POCUMD Internet Banking are inaccurate or incomplete; D) You do not initiate an electronic fund transfer according to the time limits set forth in this Agreement and the online Payee list, or if the payment amount requested is less than the full amount due; E) The electronic fund transfer has been transferred from the Deposit Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution; F) The Hardware, the software, the Service Providers, or any part of the POCUMD Internet Banking system was not working properly and you knew about the breakdown when you started your electronic fund transfer; G) Circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Providers, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, software, computer virus or related problem, or cessation of the operation of the Service Providers or the arrangement between the Credit Union and the Service Providers, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken; H) Your funds are being held or frozen or are subject to legal proceedings. · The funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal); I) Your Password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized; J) You, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer; K) You have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts); L) The Deposit Account has been closed; M) We do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us; or N) There may be other exceptions stated in this or any other applicable agreement that we may have with you.
16. **Limits on Credit Union's Liability.** To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any POCUMD Internet Banking service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Credit Union be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Credit Union has been informed of the possibility of such damages), including, without limitation, attorney fees. The Service Providers are independent contractors and not the Credit Union's agents. The Credit Union's sole duty shall be to exercise reasonable care in the initial selection of the Service Providers. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE CREDIT UNION WITH RESPECT TO ANY POCUMD INTERNET BANKING SERVICES, AND THE CREDIT UNION HEREBY DISCLAIMS ALL SUCH WARRANTIES. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Credit Union shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Credit Union's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Credit Union's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Providers or another bank or financial institution to execute any bank transfer or bill payment. In addition, the Credit Union shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Credit Union shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service Providers, any ISP, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Credit Union's agent.

17. **Your Liability for Unauthorized or Erroneous Transfers.** To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through POCUMD Internet Banking. You have the obligation to immediately notify the Credit Union if your Password has been lost or stolen, or if someone has transferred funds from your account through POCUMD Internet Banking without your permission (or is contemplating to do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any POCUMD Internet Banking electronic fund transfer that is initiated by a person to whom you furnished your Password, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. If you notify us within two (2) business days after you discover your Internet Banking Password has been lost or stolen, your maximum loss will be \$50.00. If you do not notify us within two (2) business days after you learn of such loss or theft, and we can prove we could have prevented the unauthorized use of your Internet Banking Password if you had notified us, you could lose as much as \$500.00. If you fail to report an unauthorized Internet Banking transfer within sixty (60) days after the first statement showing the unauthorized transfer was mailed to you, your maximum liability is the amount of all unauthorized Internet Banking transfers that occurred after the 60-day period and before you notified us of the loss, but only if we can demonstrate that such transfers would not have occurred if you had notified us within 60 days after the statement was sent to you. For additional information regarding errors or questions pertaining to electronic transfers, please refer to the Post Office Credit Union of MD Inc.'s, "Membership Booklet". **If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: (410) 727-5469 or write: Post Office Credit Union of MD, 900 E Fayette Street, Suite 606, Baltimore, MD 21233.**

18. **Rejection of Payment Orders; Overdrafts.** You acknowledge that the Credit Union may in its sole discretion, reject any bank transfer or bill payment request (any "payment order") or return any bank transfer or bill payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement, or (c) if the payment order appears to be a duplicate; but neither the Credit Union nor the Internet Banking Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Credit Union or the Internet Banking Service Provider to do so. If a payment order is rejected or a bank transfer or bill payment is returned, you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement. The Credit Union or the Internet Banking Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or bill payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Credit Union nor the Internet Banking Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or bill payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

Disclosure of Deposit Account Information to Third Parties. You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through POCUMD Internet Banking. We will disclose information to third parties about your Deposit Account or the transfers you make: A) Where it is necessary for completing bank transfers or bill payment or providing any other service in connection with POCUMD Internet Banking; B) In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; C) In order to comply with government agency or court orders; D) If you give us your written permission; E) To comply with requests from financial institution regulatory agencies in the course of credit union examinations; or F) In response to requests of persons providing services to the Credit Union, such as by our independent auditors; or G) For other legitimate business purposes.

19. **Amendments.** We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mail or otherwise delivering it to you or posting it in our full-service branch offices at least 21 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

20. **Termination.** You agree that we may cancel or restrict your use of POCUMD Internet Banking or any of the POCUMD Internet Banking services at any time upon such notice (including e-mail) as is reasonable under the circumstances. You further agree that we may cancel your POCUMD Internet Banking services at any time without notice if you have insufficient funds in any of your accounts. You may cancel POCUMD Internet Banking by written request to the Credit Union at any time. If you cancel the Bill Pay Service, all pending and/or recurring bill payments will be automatically canceled.

21. **Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.

22. **No Third-Party Beneficiaries.** This Agreement is for the benefit of you and the Credit Union and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

23. **Captions.** The captions of the sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Governing Law.** Regardless of where you live or work or where you access POCUMD Internet Banking, this Agreement is subject to the laws of the State where we hold your Deposit Account(s) or Loan Account(s), and by applicable Federal laws and regulations.

Member Signature

Date

Internet Banking Service Agreement and Disclosure Statement

Acceptance, Consent and Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Internet Banking service to perform any transactions;
- Physically signing this agreement;
- Causing your Company representative to physically sign this agreement, if you are a business entity;
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Internet Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Internet Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement, but would like to have a paper copy, please contact us at (410) 727-5469 or write to us at Post Office Credit Union of Maryland, Inc., P.O. Box 22911, Baltimore, MD 21203-4911 and we will forward a hard copy to you. Please be sure to include your current address.

Date

Signature

Date

Signature