

Alcoa Tenn Federal Credit Union
Online Access Internet Banking Agreement and Disclosure

Please read this information and print a copy or retain electronically for your records.

Before enrolling in Alcoa Tenn Federal Credit Union's Online Access System, please review the policies and regulations that will apply to your accounts and transactions. In this Agreement and Disclosure, the words "you" and "your" mean any of the Accountholders in whose name the Account is held. The words "we", "us", "our", "Credit Union", and "ATFCU" mean Alcoa Tenn Federal Credit Union. The word "Account" means any one or more savings or other accounts you have with the Credit Union.

1. Acceptance and Agreement

This Agreement and Disclosure (the "Agreement") applies to your use of the Online Access System. It governs electronic access to any additional online or other electronic service(s) that the ATFCU currently makes or in the future may make available via electronic access and which you are currently or in the future may access or otherwise use ("Electronic Service"). In order to access an Electronic Service, you must request each service individually by agreeing to the terms and conditions pertaining to such service.

Your enrollment in the Online Access System signifies your receipt of the disclosures and your agreement to be bound by the terms contained in this Agreement. Anyone using ATFCU's Online Access System and other Electronic Services shall indemnify, defend and hold Alcoa Tenn Federal Credit Union harmless for any violation. This Agreement supplements, but does not replace, the Electronic Funds Transfer Agreement and Disclosure and other information applicable to your ATFCU deposit accounts, including your Membership and Account Agreement, all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions and the terms and conditions of any credit agreements applicable to your ATFCU loan accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions.

2. Electronic Communication Disclosures

Electronic Signature

By selecting "I Agree" you are signing this Agreement and Disclosure electronically and you agree that doing so is the legal equivalent of you manually signing this Agreement and Disclosure and that you will be legally bound by its terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or to otherwise provide the ATFCU instructions via Electronic Access, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures, or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing (your "Electronic

Signature”). You also agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between you and the ATFCU. You also represent that you are authorized to enter into this Agreement and Disclosure for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement and Disclosure.

Valid and Current E-Mail Address, Notification and Updates

Your e-mail address is required in order for you to obtain Electronic Services. ATFCU may notify you through e-mail when a Communication or updated agreement pertaining to Electronic Services is available. It is your responsibility to use the Online Access System regularly to check for updates to Communications and also to check for updates to this Agreement and Disclosure and any other agreement for Electronic Services to which you are a party. To ensure that you continue to receive any such e-mail notice pertaining to Communications or an agreement pertaining to Electronic Services, you agree to keep ATFCU informed of any changes in your e-mail address. You may modify your e-mail notification address by accessing ATFCU’s Online Access System.

3. Technical Requirements

To use the Online Access System, you must have access to the Internet through an Internet Service Provider (ISP). You must also use Microsoft Internet Explorer version 7.0, Mozilla Firefox 3.5, Safari 3.1 or Google Chrome (the latest browser version is recommended). Your browser must have at least 128 bit encryption or higher. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment.

Personal computers and other devices (“Access Device”) with Internet capabilities may be susceptible to viruses. You are responsible to ensure your Access Device is protected from and free of viruses, worms, Trojan horses or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files and/or your Access Device and could result in information being intercepted by a third party. The Credit Union will not be liable for any indirect, incidental, special or consequential damages which may result from such viruses. The Credit Union will also not be responsible if any non-public personal information is accessed via the Online Access System due to any viruses residing or being contracted by your Access Device at any time or from any source. The Credit Union is not responsible for errors or delays or your inability to access the service caused by your Access Device.

You must have access to Adobe Acrobat Reader software (available at no charge at www.adobe.com), a printer or ability to download the eStatements for your records.

4. Online Access System

Subject to the terms and conditions of this Agreement, you may access the Online Access System to:

- View account/loan balances and histories for each of your selected Accounts, excluding escrow services on mortgage loans;
- Make withdrawals from your account(s). A check payable to you (the primary owner) will be mailed on the business day following the request for withdrawal to the address on record;
- Transfer funds between your credit union accounts;
- Transfer funds to another member's credit union account;
- Transfer funds from your eligible credit union account to a verified account at another financial institution and vice versa. (See User Agreement for Alcoa Tenn Federal Credit Union Open Transfer Service. This agreement can be found at www.atfcu.com under Policies.)
- Apply for a loan.
- Open subaccounts including savings, checking, money market, and club accounts.
- Make loan payments.
- Place stop payments.
- Download account and loan histories to your computer's hard drive for use with financial software such as Microsoft Money, Microsoft Excel, Intuit Quicken or Quick Books, or compatible spreadsheet applications (you are responsible for confirming that any data is transferred correctly);
- View copies of checks that have cleared within the past 90 days.
- Change the password of your account.
- Pay Bills to merchants, individuals and others located in the US
- View regular monthly and/or quarterly eStatements, when this Delivery Option is selected; and
- Enroll in additional Electronic Services.

5. Account Transfer

You may transfer funds to and from your Accounts where you are a signer, as long as:

- Sufficient funds are available in the transferring Account to complete the transfer; and
- Nothing in the terms and conditions of the Account agreement prohibit the transfer.

Transfers from your Account are subject to all of the transfer restrictions, if any, included in your Account agreement. For example, you are not allowed to make more than six transfers and withdrawals from your share savings, club, or money market account in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, debit card or similar order. You also are not allowed to transfer any funds which are secured as collateral for loans.

6. Additional Information about the Services

We may update or delay any or all services referenced in this Agreement to ensure security. If an incorrect password is entered three (3) times, we will temporarily deny access to the Online Access System. If an incorrect password is entered six (6) times, we will deny access to the Online Access System. If access is denied, contact ATFCU at (865) 977-3118 or 1-800-404-6008. Additional information and instructions on use of the Online Access System can be found in this Agreement.

7. Limitation on Transactions

Unless specified, there is no limit to the number of times you may use Online Access, and you may transfer or authorize payments up to the available balance in your Account at that time. However, we may:

- Set limits on the total dollar amount of any one transaction;
- Set limits on the daily amount of transfers out of the Account;
- Check and authorize each transaction before it becomes final;
- Limit the number of transactions in certain accounts as required by law. For savings, club, and money market accounts, you may make up to six (6) preauthorized, automatic, telephonic, or audio response transfers (including overdraft protection transfers) per account to another account of yours or to a third-party during any calendar month. 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 clearinghouse. We may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend, or close your account.
- We may impose additional limits for security reasons
- We may update or delay any or all services referenced in this Agreement and Disclosure Statement to ensure cost effectiveness and security.

8. Illegal Transaction Activity

Any financial service provided by ATFCU may be used for any transaction permitted by law. You agree that illegal use of any financial service and/or other related services may be terminated at ATFCU's discretion. You further agree, should illegal use occur, to waive the right to sue ATFCU for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold ATFCU harmless from any suits or legal action by you or any third party for liability directly or indirectly, resulting from such illegal use.

9. Stop Payment Authorization

When you click the 'Stop Payment' button on the stop payment page, it is our record of your stop payment order and represents our understanding of the order. An online stop payment order is considered a written order, and will remain effective for six (6) months after the date such order is placed. An online stop payment may be renewed in writing for any term greater than six (6) months. You hereby agree to hold ATFCU harmless for all expenses and costs incurred by ATFCU on account of refusing payment of said draft and

agree not to hold ATFCU liable on account of payment contrary to this request if same occurs through inadvertence, accident, or oversight.

10. Enrollment and Use of the Online Access System and Electronic Services

For consumer accounts, the primary accountholder may enroll in Online Access and other Electronic Services and is responsible for the acts of any joint accountholder. Anyone enrolling warrants and represents that he or she is the primary accountholder and is authorized to enroll in the Service. Anyone using the Account warrants and represents that he or she has full authority to use the Service and to engage in any action taken by him or her.

For organizational accounts, Online Access and other Electronic Services may be established by any authorized user. Anyone with the User ID and Password will be treated as if he or she were the primary accountholder for purposes of Online Access and other Electronic Services.

11. Multiple Accountholders and Authorized Users

If the Account ordinarily requires joint action by two or more people to authorize a transaction, you agree that that requirement is deemed waived for any Online Access and Electronic Services transactions. This means that a joint accountholder or an authorized user, acting alone, may effect transactions through Online Access and other Electronic Services even though consent by two or more people may be required in other situations.

12. Password Security

In order to access the Online Access System and other Electronic Services, you will need your member number and a password. You may change your password within Online Access by using the "Change Password" option under "User Options." Make sure you enter a password which you can remember but cannot be easily ascertained by anyone else. To help safeguard your password, you should change it frequently.

Because your Password may be used to access information about your Accounts, to transfer money, to send funds to third parties, and perform other services, you should treat your Password and all Account information with the same degree of care and confidentiality that you use to protect other sensitive personal financial data. Do not give your Password to anyone who is not authorized to make transactions on your Accounts. You agree that anyone to whom you provide your Password will be deemed to be authorized to make Online Access transactions on your Accounts, to the full extent provided by law. If you provide your Online Access password to someone, you are providing that person with the ability via Online Access to process transactions, access services, obtain account information to all accounts of the primary accountholder, review eStatements, apply for loans, and make transfers to third persons through Bill Payment, even if that person would not otherwise have such ability. You will be fully liable for all

transactions performed by someone to whom you provide your Online Access password, even if that person exceeds the authority you gave to him or her.

13. Authorization

You authorize us to debit your Account for any transactions processed through the Online Access System or other Electronic Service, such as Bill Payment, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer. If an instruction describes the beneficiary inconsistently by name and account number, execution of the instruction may occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

14. Organizational and Business Accounts

This section applies to Accounts used for business, commercial, organizational, or non-profit purposes and all other Accounts that are not subject to the Electronic Funds Transfer Act (collectively referred to in this Agreement as “Business Accounts”). **NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, PROTECTIONS AFFORDED PURSUANT TO LAWS APPLICABLE TO CONSUMER ACCOUNTS DO NOT APPLY TO BUSINESS ACCOUNTS.** For example, the limitations of your liability set forth in sections 15 and 17 below, and the time limits for responses from us in section 18 below, do not apply to Business Accounts except as otherwise required by law. For Business Accounts, you agree to hold us harmless and to indemnify us for any loss, costs or expenses incurred as a result of your use of the Online Access System and other Electronic Services. For the purpose of this Agreement, a Business Account is any account that is not established and used primarily for personal, family or household purposes. For example, Business Accounts include DBA accounts, accounts held by any type of organization (partnership, limited liability partnership, corporation, limited liability company, nonprofit corporation, association, apartment owner or homeowner association, unincorporated association, religious, educational or charitable organization, etc.), and accounts used for an individual’s business or any other non-consumer purpose.

15. Fees and Charges

There is no charge for the general use of the ATFCU Online Access System. We will charge you as prescribed in the ATFCU fee schedule for some individual services that are offered through the ATFCU Online Access System. You may view the ATFCU Fee Schedule at www.atfcu.com under Policies. Such charges will be collected from your account at the time you request the service.

16. Bill Payment Services

When you sign up for the bill payment service, you must use your share draft (checking) account(s) as your payment account. The A+ Money Market Account, may also be used with the bill payment service.

Payment Guidelines: Your payee list may include merchants, businesses, charitable institutions, professional service organizations or individuals. However, you may **not** use the service to pay taxes or any court ordered payments. Payees must be located in the United States. Payments must be made payable in US dollars.

Available Funds Required: When you schedule a bill payment, you authorize us to withdraw the necessary funds from your default account. We may refuse to act on your instructions if sufficient funds, including funds available under any overdraft plan, are not available in your default account on the due date. If funds are not available, an NSF fee will be charged.

Authorization to Charge Account: You authorize us to process electronic bill payments according to the instructions we receive from you. You authorize us to initiate any reversing entry or reversing file and to debit your accounts at the credit union, in order to correct any mistaken credit entry.

Rejected Scheduled Payment: If a scheduled payment is rejected, you are responsible for: making alternate arrangements for payment or rescheduling the payment. Under no circumstances will we automatically resubmit a payment for you after it has been rejected.

Cancelling a Scheduled Payment: You may cancel any of your scheduled payments any time prior to the processing time frame. However, once funds have been deducted from your designated account, payment **cannot** be stopped. Electronic payments that have already been processed also **cannot** be stopped.

Billpayment Fees: ATFCU is pleased to offer the Online Bill Payment Service FREE of charge to all our Online Access members. While there is no charge for the general use of the service, we may charge you as prescribed in the ATFCU fee schedule for some individual services such as Overdraft Protection plans, or NSF fees. Please refer back to the "Available Funds Required" section of this policy.

Cancelling Bill Pay Service: If you wish to cancel the Bill Pay Service after you have registered for Bill Pay and not have your account debited for any bills you have setup, you **must** click the 'Stop Bill Pay Service' button to complete the cancellation of Bill Pay Service. Once you complete the Cancel Bill Pay section, your bills will no longer be paid by ATFCU Bill Pay Service. When you click the 'Stop Bill Pay Service' button it is our record of your Bill Pay Service cancellation and represents your understanding of the Bill Pay Service cancellation. This action **cannot** be reversed.

17. e-Statement Agreement

e-Statement/e-LERT License Agreement LICENSING AGREEMENT FOR ONLINE WEB SITE VIEWING OF eStatements AND E-LERTS.

The e-Statement and e-LERT Web Site (the "Service") is an on-line e-Statement and e-LERT viewing product provided by Alcoa Tenn Federal Credit Union and its Licensor, DigitalMailer, Inc. ("The Credit Union").

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. The Credit Union may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Password and Security: After the initial login, the Service will be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent, you must notify The Credit Union at once.

You must not restrict or inhibit any other user from using the Service. You may not use the Service to send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.

Charges: As a customer of the Service, you will not be charged by The Credit Union for receiving an eStatement or e-LERT electronically. As part of the Service, The Credit Union will provide a history of prior month's statements for you to review and print as needed (see The Credit Union's web site for the number of months that will be made available as part of the Service). There may be a charge for additional transactions, including a request for a paper copy of your statement from The Credit Union, and other optional services.

EXCLUSION OF WARRANTIES: The Credit Union IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. The Credit Union DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATION OF LIABILITY: IN NO EVENT SHALL The Credit Union OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER

(INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF The Credit Union OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON The Credit Union, ITS LICENSORS OR SUPPLIERS, The Credit Union AND ITS LICENSORS OR SUPPLIERS TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

THE FOREGOING SHALL CONSTITUTE The Credit Union's ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

Assignment: You may not assign this Agreement to any other party. The Credit Union may assign this Agreement to any future, directly or indirectly, affiliated company. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General: This Agreement is governed and shall be construed in accordance with the laws of the State of Tennessee, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between The Credit Union and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

18. Loans

Credit is subject to the terms and conditions disclosed in the LOANLINER Credit Agreement and Truth-in-Lending disclosures. You hereby authorize ATFCU to verify employment and credit history, and to obtain a credit report in connection with the credit application.

19. Equipment Failure

We will not be liable to you for failure or malfunction of any equipment associated with the ATFCU Online Access Service. This service may be interrupted for a short time each night for data processing and system maintenance.

20. Documentation

You will receive an account statement at least quarterly. You may also generate a printed history of activity while using the Online Access System.

You are entitled to receive and retain a copy of this agreement and disclosure statement. Unless you inform us otherwise, you consent to electronic receipt of this agreement and disclosure statement, all Account statements, and other notices provided from time to time on our Online Access System web site by using Online Access, eStatements, or Bill Payment. You may request a paper copy by calling ATFCU at (865) 977-3118 or 1-800-404-6008. You may revoke your consent in writing by contacting us by:

E-Mail via the Online Access System Communication Center, a secure messaging system.

Or U.S. Mail at

Alcoa Tenn Federal Credit Union
P.O. Box 9001
Alcoa, TN 37701

21. Member Liability

You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service or your Access Device (card, code, or other means) you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe your pin, password, or access device has been lost or stolen or if you believe someone has used your Access Device or otherwise accessed your accounts without your authority.

Also, if your statement shows electronic funds transfers that you did not make, including those made by card, code, or other means, TELL US AT ONCE. If you do not tell us within 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 long trip or a hospital stay) kept you from telling us, we will extend the time periods.

For complete information on member liability, please see Alcoa Tenn Federal Credit Union's Membership and Account Agreement and Electronic Fund Transfers Agreement & Disclosure. These documents were provided to you at account opening.

22. Confidentiality and Account Information Disclosures

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers; or

- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
- To comply with a government agency or court orders; or
- If you give us your written permission; or
- Pursuant to our privacy policy in accordance with applicable law.

If you believe that we have reported inaccurate information about your Account to a consumer reporting agency, write to us at the address listed below. Please include your name, account number and a description of the suspected inaccuracy.

Alcoa Tenn Federal Credit Union
 PO Box 9001
 Alcoa, TN 37701

23. Alcoa Tenn Federal Credit Union Liability

Access to the Online Access System services may be temporarily unavailable from time to time due to system updating, maintenance or technical difficulties. You agree that the Credit Union will not be liable for delay in transfers or payments in such cases. If we do not complete an electronic fund transfer to or from your Account in time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, you do not have enough money in your Account to make the electronic fund transfer;
- If any funds in your Account necessary to complete the transfer are held as uncollected funds or pursuant to our Funds Availability Policy;
- If the funds in your Account are pledged as collateral or frozen because of a delinquent loan;
- If the electronic fund transfer would go over your overdraft protection credit limit;
- If, through no fault of ours, we have not actually received enough money to cover an electronic deposit from a third party;
- If the funds in your Account are subject to legal process or other encumbrances restricting the electronic fund transfer;
- If your computer, Access Device, modem, software, or Internet access is not working properly or you do not have the required software for Internet access;
- If our processing system was not working properly and you knew about the problem when you started the electronic fund transfer;
- If circumstances beyond our control (such as fire or flood) prevent the electronic fund transfer, despite reasonable precautions that we have taken;
- If you have not provided us with correct and complete information about the payee;
- If the payee is not a valid business payee;
- If you did not timely provide us with correct instructions as to when to make a payment;
- If the payee, on its own, mishandles or delays processing the payment sent by us;

- If you have Bill Payment service, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by us. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- If this Agreement is terminated;
- If the authorization for your electronic fund transfer is revoked by law or court order (in case of death or incompetence, for example); or
- If other exceptions are provided in other agreements we have with you or by applicable law.

We will not be required to complete any transaction in a situation described above. In the event that such a transaction is completed, you agree to pay us that amount that exceeds your Account balance or your line of credit or that is otherwise improperly withdrawn immediately upon request.

A cash withdrawal which activates your line of credit or overdraft protection account will be repaid in accordance with the terms of your loan or overdraft protection agreement. We may also limit or refuse to complete your electronic fund transaction for security reasons.

24. In Case of Errors or Questions About Your Electronic Fund Transfers

In case of errors or questions about your electronic funds transfers, telephone us at the following number or send us a written notice to the following address 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. Call us at:

1-865-977-3118 or 1-800-404-6008

or write to:

Alcoa Tenn Federal Credit Union
P.O. Box 9001
124 N Hall Rd.
Alcoa, TN 37701
Fax: (865) 977-6662

- Tell us your name and member number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made 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 determine whether an error has occurred within ten (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 ten (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 ten (10) business days, we may not credit your account.

For errors involving transfers within thirty (30) days after the first deposit to the account was made, or initiated outside the United States, the periods referred to above are twenty (20) business days instead of ten (10) business days and ninety (90) days instead of forty-five (45) days.

We will tell you the results within three (3) 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 credited your Account, we will also notify you that the credited amount has been reversed

25. Terminating This Agreement

You can terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and no longer using your PIN, Password, or card. You must return all cards and agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We can also terminate this Agreement at any time by notifying you verbally or in writing. Whether you terminate this Agreement or we do, the termination will not affect your obligations under the Agreement for any electronic transactions made prior to termination, even if we allow any transaction to be completed after this Agreement has been terminated. Inactivity would be cause for this Agreement to be terminated.

26. Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding Federal Reserve holidays. (Note: For purposes of the Bill Payment Service, business days are Monday through Friday, excluding Federal Reserve holidays). Although the Online Access System generally is available 24 hours a day, 7 days a week, at certain times such as during maintenance periods or for security reasons, some or all of the services may not be available.

27. Changing This Agreement

We have the right to change the terms of this Agreement from time to time. We will notify you as required by law.

28. Enforcement

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you.

29. Collection Expenses

If we ever have to file a lawsuit to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on appeal, bankruptcy proceedings, and any post-judgment collection actions.

30. Evidence

If we go to court for any reason, we can use a copy, microfilm or microfiche of any document to prove what you owe or that a transfer has taken place. A copy, microfilm or microfiche will have the same validity as the original.

31. Headings

The section headings used in this Agreement are for convenience only and shall not limit or affect the terms of this Agreement.

32. Governing Law

You acknowledge and agree that this Agreement was created in the State of Tennessee, and shall be governed by and construed in accordance with the laws of the State of Tennessee (without regarding to conflict of law provisions). Any action with respect to this Agreement or any Electronic Service may be brought or transferred to federal courts located in Knoxville, TN or state courts located in Blount County, TN.

33. Waivers

No delay or omission by us in exercising any rights or remedies under this Agreement and Disclosure Statement shall impair or be construed as a waiver of such right or remedy. All waivers must be in writing and signed by us.

34. Contact Information

You can call ATFCU at (865) 977-3118 or (800) 404-6008 during normal business hours, excluding holidays.

If you have questions about using the Online Access System, you may send your questions to us via the Online Access Communication Center, a secure messaging system.

We may not immediately review communications that you send. We will not take action based on requests sent via the Online Access Communication Center until an ATFCU employee reads the communication and has a reasonable opportunity to act. If you need to contact ATFCU immediately, you may contact us at the telephone numbers listed above, or visit any branch.

35. Notices

All notices from us will be effective when we have electronically provided, mailed or delivered them to the last address that we have for you in our records. Notices from you will generally be effective once we receive them at the appropriate address specified in this Agreement. If more than one person holds the Account, notice to or from one of the Accountholders will be effective for every Accountholder. We reserve the right to change the terms and conditions upon which the service is offered.

We will notify you before the effective date of a change that may have a negative impact on you. The notification will be provided according to applicable laws and regulations. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

It is important that you inform ATFCU if your e-mail address changes. We may send you important information by e-mail. Please note, however, that we will never contact you by e-mail, telephone, mail or other type of correspondence and request your PIN, password, username, or other access code. If you are contacted by anyone asking for your PIN, password, username or other access code, you should refuse and immediately contact us. You may be the target of identity theft.

36. Logging On and Logging Off of the Service

It is important that you close all other Windows before accessing the Online Access System (or other Electronic Services), and that you not open other Windows while you are logged on to any Service. It also is important that you end each session by properly logging off of the Service and closing the Window for the Service. Having other Windows open while you are logged on to the Service, or failing to log off of the Service and closing the Window properly, may increase the risk of unauthorized access to your Account.

37. Security

You understand and agree that we do not guaranty the security of the Internet and shall not be responsible for any unauthorized third party interception or use of any information sent or received electronically. You agree that we have no liability to you for any loss, claim or damages arising out of or in any way related to our response(s) to any e-mail or other electronic communication that we in good faith believe you have submitted to us. We have no duty to investigate the validity of or to verify any e-mail or other electronic communication. Further, we may respond to any e-mail at the address provided in the

communication, or any e-mail address provided in our account records. We have the right to require authentication of e-mails or electronic communications, but are under no obligation to do so.

Except as otherwise expressly provided for in this Agreement or by applicable law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary economic or otherwise, caused by the use of the Service or arising any way out of the installation, use or maintenance of any software, or otherwise caused by us or any of our service providers. We also are not responsible for any damage to your personal computer or Access Devices, software, modem, telephone or other property resulting from your installation, use or maintenance of the software, or from viruses, worms, Trojan horses, or other harmful components that may enter your personal computer or Access Devices.

By entering into this Agreement, you acknowledge and agree that you are aware of the security procedures applicable to this Agreement and your relationship with the Credit Union, and you agree that the security procedures in place and applicable to you are entirely commercially reasonable.

38. Account Agreements and Disclosures

Your use of Online Access and any other Electronic Services is subject to this Agreement, your account agreements, the Application, and all other agreements between you and ATFCU. In addition, this Agreement may amend certain terms and conditions of the account agreements. These amendments to the account agreements will automatically terminate if this Agreement and your use of the Online Access System terminates and the account agreements will remain in effect without the amendments made in this Agreement. In the event of a conflict between this Agreement and any statement by our employees or agents as to matters relating to the Online Access System and other Electronic Services, this Agreement shall control. In the event of a conflict between this Agreement and Alcoa Tenn Federal Credit Union's Membership and Account Agreement, Electronic Fund Transfers Agreement & Disclosure, or Funds Availability Policy Disclosure, the Membership and Account Agreement, Electronic Fund Transfers Agreement & Disclosure, and Funds Availability Policy Disclosure shall control.

Except as specifically stated otherwise in this Agreement, the limitations of liability and disclaimers of warranties set forth in section 17 shall be applicable to this entire Agreement to the extent permitted by law.

Supplemental terms and conditions for any other Electronic Services in which you enroll or use also apply.