



This REALTORS[®] Federal Credit Union (“REALTORS[®] FCU”) Online Agreement covers the use of the REALTORS[®] FCU’s Online Banking service. By using Online Banking, you agree to the terms of this Agreement. Please read this Agreement carefully and print a copy for your records. Each of your accounts at REALTORS[®] FCU is also governed by the Business Account Terms Disclosure and any other account disclosures that you received when you opened your membership account. As used in this Agreement “you” or “your” refers to the person(s) subscribing to or using the Service (**including without limitation others you permit to use the Service**). “Credit Union”, “we”, “us” or “our” refers to REALTORS[®] FCU and any agent, independent contractor, designee, or assignee REALTORS[®] FCU may, in our sole discretion, involve in the provision of the Service. The first time you access your accounts through Online Banking confirms your receipt and understanding of this Agreement.

AGREEMENT

This Agreement constitutes the agreement between you and us related to the Service and supplements any other agreement or disclosure related to any of your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to any of your Accounts, any statement by our employees or agents, or any representation or statement relating to or set forth in the Software, as to matters relating to the Service, this Agreement will control. In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Credit Union’s rules and regulations, the rules and regulations of any funds transfer system to which the credit union belongs, and applicable state and federal laws and regulations.

ONLINE BANKING SETUP

Setting up Online Banking requires your member name, your personally selected password and an extra layer of security involving a multi-factor authentication process. Upon completing these steps, you will be provided the opportunity for the validation questions feature to recognize the computer you are using. If you select to have the computer recognized, a cookie will be placed on that computer, which will allow you to bypass the enhanced security validation questions upon subsequent logins with that computer. If you select to not have the computer recognized, you will be prompted to respond to the three questions each time you log into Online Banking.

If you have forgotten your username, password or are locked out of Online Banking, you can use the online “Forgot my Password” feature or telephone us at 1-866-295-6038 and speak with a credit union representative. The representative will provide you with a new temporary password that you may use to log into Online Banking and then create a new password and reinstate your validation questions.

CANCELLATION

If you do not access the Online Banking service for a period of 12 consecutive months, your access privileges will be cancelled. You can reinstate these privileges simply by calling us at 1-866-295-6038.

TERMINATION

The credit union reserves the right to terminate this Online Service Agreement and your access to Online Banking through REALTORS[®] FCU, in whole or in part, at any time.

ASSIGNMENT

REALTORS[®] FCU may assign its rights and responsibilities under this Online Service Agreement to independent contractors or other third parties.

NO UNILATERAL ALTERATIONS TO DISCLOSURES AND AGREEMENTS BY YOU

This Agreement may not in any way be altered by you without our express written agreement. Any attempt by you to alter this Agreement without our express written agreement will be void and will have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and any or other damages (including

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without limitation reasonable attorney's fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter this Agreement without our express written agreement.

AMENDMENTS/ CHANGE OF TERMS

REALTORS[®] FCU may, from time to time, introduce new online financial services. We will update this Online Service Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in our updated Online Service Agreement. The credit union reserves the right to amend, modify, revoke, or cancel the terms of this Agreement or any Transaction services contemplated herein. If notification is required by law, notice will be emailed to you at the email address shown on the credit union's records or a written notice will be mailed to the address shown on our records if you have opted out of electronic notices. It is the obligation of each member to update any new email addresses. Any revised, amended, or modified conditions, rules, regulations shall be effective at the earliest date allowed by law. Prior notice may not be given if an immediate change is necessary to protect the security of your account or the electronic transfer systems. Use of this Service is subject to existing regulations and any future changes in those regulations. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Service. By using the Service after the effective date of any change or amendment, you agree to that change or amendment.

NOTICE OF YOUR RIGHTS AND LIABILITIES

Except as otherwise provided in this Agreement, in the disclosures provided in the Business Account Terms Disclosure and any other account disclosures that you received when you opened your membership account or by law, you hereby expressly release and discharge us so that we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, economic or otherwise, caused by the Service or use of the Service. We are not responsible for any products or services relating to your personal computer, other than those specified in this Agreement. We also are not responsible for any damage to your personal computer, modem, telephone or other property resulting from your use of the Service. Without limiting the generality of the foregoing, we are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power or telephone service; (b) the disconnecting of your telephone service by your local telephone company or from deficiencies in your line quality; or (c) any defect or malfunction of your home computer, modem, or telephone service.

CHANGES TO CHARGES, FEES, OR OTHER TERMS

We reserve the right to change the charges, fees or other terms described in this Online Services Agreement. When charges are made to any fees, charges, or other material terms we will update this Online Service Agreement and send you an email notice to the email address shown on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with an electronic notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure Statement.

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USER AGREEMENT FOR ALERTS AND ELECTRONIC STATEMENTS

The following provisions constitute a supplement to the Business Account Terms Disclosure and any other account disclosures that you received when you opened your membership account provided by and between REALTORS[®] FCU (“we”, “our”, “us”, and “credit union”) and you, the member/ owner (s) of the account (collectively “I”, “you”, “our”, “us” and “me”), concerning electronic delivery of statements, status information, and notices/ disclosures concerning accounts maintained by you with us. The terms and conditions of these disclosures are incorporated herein by this reference. To the extent there is any conflict between the provisions of this User Agreement and the terms of the Business Account Terms Disclosure and any other account disclosures that you received when you opened your membership account, the terms of this User Agreement will control. This User Agreement describes the terms and conditions applicable to your use of the services provided herein. **If you do not agree to the term and conditions of this User Agreement, do not use and/or access these services.**

ALERTS

You will receive Alerts to a valid email address. These Alerts will not replace any notification otherwise required by law, regulation or any agreement you may have with the credit union. The Alerts service represents an additional level of communication by the credit union to further improve member service. There is no additional charge for this service. I/we agree to hold the credit union completely harmless from any claim and liability whatsoever with respect to any and all instances where you, through Alerts, fail to provide one or more notices to me.

Types of Alerts include:

- Balance Alerts – Receive notification when you have a low account balance or excess funds you might want to move to a higher yield investment, such as our certificates;
- Transaction Alerts – Receive notification when your payroll is deposited, a check clears, or to monitor a variety of account activities (debits/credits/ATM);
- New Secure Message – Receive notifications when Online Banking has sent you a secure message. This includes important bill pay information and other secure communications.
- Electronic Statements Notifications – Receive notifications when you have an electronic statement available for viewing within Online Banking.
- Credit Union Defined Alerts – Known as “critical updates” will provide important credit union information (i.e. system maintenance, fraud alerts, a change to business hours).

Note: Critical updates are sent regardless of Alert options selected by the member.

SECURITY MEASURES

We will use commercially reasonable measures, consistent with industry standards, to maintain a level of security over the information contained in the electronically delivered account statement(s), notices/disclosures, and alerts.

Our security consists of SSL 128-bit encryption of the data on the Electronic Statements to protect it while in transit over the Internet. Subject to the paragraph entitled “Disclaimer of Warranty” below, once you receive and open Electronic Statements it is decrypted, by use of a software program we will provide to, until you exit the Electronic Statements, when it is once again encrypted and password protected.

You understand that these industry standards are dynamic and constantly developing. By executing this User Agreement, you acknowledge and understand that there are risks to electronic delivery of account statements, notices/ disclosures, and alerts, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond our reasonable control or interception and/or alteration of the account statement or notices by third parties in spite of the credit union’s commercially reasonable security measures. By executing this User Agreement, you represent that you have considered the historical and potential future content of your account information and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you may terminate this User Agreement in accordance with the paragraph entitled “Termination and Amendment” below.

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YOUR COMPUTER SPECIFICATIONS

In order to receive the Electronic Statements and Alerts services, your computer hardware, software and your Internet service provider ("ISP") must meet the following conditions:

Windows - At a minimum, you will need Windows XP and Microsoft Internet Explorer 7.0.

Macintosh - OSX 10.5 and either Safari 3.2.1 or Firefox 3.0.4

Pop-up block software installed on your computer may prevent your eStatement from displaying. Refer to your computer help files on how to disable your pop-up blocker or allow pop-ups for a specific website. In addition, several Internet Service Providers (ISP) use spam blocking technology. You understand that it is your responsibility to maintain proper equipment/software that will enable you to view, print, and save these statements or notices for your records.

EMAIL ADDRESS

We will send your Alerts, periodic account statement(s) notices, and notices/disclosures to you via-email to the last known email address provided and verified by you. You agree to notify us promptly of any change in your email address by uploading it within online banking or by calling our toll free number 1-866-295-6038. You further agree any notice to us pursuant to this User Agreement is effective only upon receipt by us of said notice. If you have not notified us via online banking or via telephone of any change to your email address, you agree we will not be liable for any damages or claims due to your failure to provide us with a valid email address. If we are made aware you are not receiving your periodic statement(s) and notices/disclosures, we will make reasonable attempts to redeliver the notices and statements, and, if that is not successful, we will send your statements and notices to you via the U.S. Postal Service to your address on our records.

PROMPT REVIEW OF ELECTRONIC STATEMENTS

Your Electronic Statements, notices/disclosures and Alerts will be dated the day the information or notification is sent to you via email (the "Email Date"). You must promptly review your statement and any accompanying items and notify us by email or via telephone within 30 days of the date your eStatement is made available to you. If you allow someone other than yourself to review your statements, you are still responsible for reviewing the statement for any errors, unauthorized signatures, lack of signatures, alterations or other irregularities as you are responsible for the wrongful acts of your employees, agents, and any other such third persons. Any applicable time periods within which you must notify us of any errors on your account statement(s) or any other information which is provided to you electronically will begin on the Email Date regardless of when you receive and/or open the statement.

ACCESS TO ELECTRONIC STATEMENTS

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. You will be notified within five (5) business days of the statement cycle closing date when your latest statement will be available for approximately 18 months, on line, prior to being purged.

DISCLAIMER OF WARRANTY

We make no warranties of any kind with respect to the software program used to access the services addressed in this User Agreement, and we do not warrant that the software program or these 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 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.

NOTICE OF UNAUTHORIZED ACCESS

If you believe someone has obtained access to your Electronic Statements without your permission, call us immediately toll-free at 1-866-295-6038.

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LIABILITY AND INDEMNIFICATION

Notwithstanding any provision to the contrary contained in this User Agreement, we will be responsible only for performing the services as expressly provided for in this Agreement. We will be liable only for material losses, which are the direct result of our own gross negligence or intentional misconduct in performing these services. We will have no liability for failure to perform any services or for any disruption or delay in performing 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 Internet Service Provider (ISP), or weather conditions. We will 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 services. You agree that this indemnification will survive the termination of this Agreement.

TERMINATION AND AMENDMENT

This Agreement will remain in full force and effect until it is terminated by either party upon thirty (30) days prior electronic or written notice to the other party. You may discontinue Electronic Statements and/or Alerts at any time and begin receiving paper statements by calling us at 1-866-295-6038. Cancellation requests are effective within one business day. A monthly maintenance fee will begin to be assessed to your checking account when you cancel Electronic Statements. Refer to the current Fee Schedule for the applicable fee. 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 User Agreement or any other agreement that you may have with us or any applicable law, rule or regulation that may govern your account(s), including the terms of the Account Agreement. If we terminate this Agreement for any of these reasons, the termination will be effective on the effective date specified in the notice emailed to you, and not on the date when the notice is emailed or received. We may amend/modify this User Agreement at any time for any reason, by sending electronic or written notice of the amendment/modification within thirty (30) days of the effective date of the amendment/modification. The date of the notice is the date the notice is sent to you (the Email Date), regardless of when you receive and/or open the notice. No waiver by either party of any provision of this Agreement will be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.

GOVERNING LAW/ JURISDICTION/ SEVERABILITY

This Agreement will be governed by and construed under the laws of the State of Maryland. All actions, suits or proceedings to enforce or interpret the terms of this Agreement will be brought and prosecuted in a court of competent jurisdiction in Montgomery County, Maryland.