

Before you use USALLIANCE Financials Online Banking service, you must read and agree to the following Agreement. This Agreement to use Online Banking is entered into between the USALLIANCE Financial and every person who uses Online Banking. This Agreement governs the terms and conditions for your use of Online Banking. This Agreement contains important information about Electronic Funds Transfers.

**Definitions in this Agreement:**

The following terms have the meanings given to them below:

- Credit Union, we, us and our mean the USALLIANCE Financial.
- Business Day means every day except Saturdays, Sundays and Federal holidays.
- Calendar Day means every day including Saturdays, Sundays and Federal and State holidays.
- Online Banking means accessing Credit Union account information and effecting transactions via the Internet.
- Internet Browser means a compatible Internet application to access the Credit Union website and Online Banking.
- Consumer means a natural person.
- Person means a natural person or an organization, including a corporation, government agency, estate, trust, partnership, proprietorship, cooperative, or association.
- You and your mean each person who uses Online Banking.
- Consumer Account means a checking, savings or other consumer asset account held by the Credit Union and established primarily for personal, family or household purposes.
- Credit Union Account means the checking, savings, loan and security accounts owned by a unique legal entity and designated by a single, unique Member Number on the records of the Credit Union.
- Electronic Funds Transfer or EFT means any transfer of funds that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer account. The term includes, but is not limited to --
  1. point-of-sale (POS) transfers;
  2. automated teller machine transfers;
  3. direct deposits or withdrawals of funds;
  4. transfers initiated by telephone or via the Internet using an Internet Browser;
  5. transfers resulting from debit card transactions, whether or not initiated through an electronic terminal.
- Preauthorized Electronic Funds Transfer means an electronic fund transfer authorized in advance to recur at substantially regular intervals.
- Unauthorized Electronic Funds Transfer means an electronic fund transfer from a consumer's account initiated by a person other than the consumer without actual authority to initiate the transfer and from which the consumer receives no benefit. The term does not include: an electronic funds transfer initiated by a person who was furnished the access device to the consumer's account by the consumer (unless the consumer has notified the Credit Union that transfers by that person are no longer authorized); an electronic funds transfer made with fraudulent intent by the consumer or any other person acting in concert with the consumer; or an electronic funds transfer made by the Credit Union or its employee.

**Agreements:**

By using Online Banking, you and every other person you authorize agree to all of the terms and

conditions stated in this Agreement, as well as the terms and conditions of all other agreements you have with the Credit Union, and their accompanying disclosures.

This Agreement shall be governed by the Federal Credit Union Act and the laws of the State of New York except to the extent preempted by Federal law.

You authorize the Credit Union or authorized third parties to credit, debit, and to transfer funds to and from your Credit Union accounts and to process instructions initiated through Online Banking.

Some of the transactions permitted under this Agreement are governed by the Electronic Funds Transfer Act, and some of the terms and conditions of this Agreement are disclosures required by this Act. Persons other than consumers are not entitled to rights provided to consumers by the Electronic Funds Transfer Act; therefore, the disclosures provided pursuant to the Electronic Funds Transfer Act are not applicable to persons other than consumers.

The Credit Union provides you with access to Online Banking, and any future modifications, updates, revisions, or enhancements received by you from the Credit Union, in accordance with the terms stated below:

- You are granted a non-exclusive, nontransferable access to Online Banking for personal use only. Title, ownership rights and intellectual property rights in Online Banking and its copyright remains with USALLIANCE Financial. Any content accessed through Online Banking is the property of the applicable content owner and may be protected by applicable copyright or other law. You have no rights in such content.
- You may not assign, sell, lease, rent, sublease, or otherwise transfer for monetary consideration the Online Banking program to any other person. You may not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on Online Banking or otherwise attempt to discover the source code or structural framework of Online Banking. You may not remove or modify any proprietary notices or labels from Online Banking.

This Agreement terminates if you fail to comply with any provision of this Agreement or if you no longer maintain an account with the Credit Union.

The Credit Union does not guarantee or make any representations regarding the use of Online Banking or its correctness, accuracy, reliability or timeliness or that the operation of Online Banking will be uninterrupted or error free.

You expressly acknowledge and agree that use of Online Banking is at your sole risk, including the risk of introduction of a computer virus and any risk arising out of any content transmitted or received in connection with the use of Online Banking.

**Limited Liability:**

In no event shall the Credit Union, its employees, officers or directors, or anyone else involved in the creation, production or delivery of Online Banking be liable for any damages whatsoever (including, without limitation, damages for loss of business information, or other monetary loss), however caused, arising out of the use of or inability to use Online Banking, even if the Credit Union has been advised of the possibility of such damages.

**Online Banking Access:**

You can use the Internet to access Online Banking 24 hours a day, seven days a week, except during any special or scheduled maintenance periods. You may use eBranch to access any Credit Union account which is made accessible through eBranch and in which you have an ownership interest. However, the information available and the transactions permitted may differ

depending on the Credit Union account you access. For example, transfers and withdrawals are not permitted from Individual Retirement Accounts, although balance and history information may be available. For security reasons, the Credit Union reserves the right to limit access, frequency and/or dollar amount of transactions from your Credit Union accounts. Should we choose to limit access to your Credit Union accounts, we may not be able to give you advance notice of these restrictions.

**Electronic Mail and Notices:**

We may not immediately receive electronic mail that you send. Therefore, you should not rely only on electronic mail if you need to communicate with us immediately; for example, to stop payment on a check, to report a lost or stolen card, or to report an unauthorized fund transfer transaction from one of your Credit Union accounts. We will take action on your electronic mail requests after we actually receive and review your message and have a reasonable opportunity to act.

**Account Information:**

The information that you access through eBranch will generally be current or real-time, and transfers you authorize will occur immediately. Subject to Online Banking system limitations, you will generally be able to access the preceding 12 months of Credit Union account history or activity.

**Non-Credit Union Content:**

Some content, features and functions available in Online Banking are provided by a party other than the Credit Union. These functions and features, such as charting and calculators, are not created by the Credit Union and we are not responsible for them.

**Sign-On Credentials:**

During each use of Online Banking, you are required to input your Sign-On ID and Password ("Sign-On credentials") to gain access to Online Banking. You agree to keep these Sign-On credentials confidential to prevent unauthorized access to your Credit Union account and to prevent unauthorized fund transfer use of Online Banking. You agree that entering your Sign-On credentials, whether entered by you or by another person, is the equivalent of your signature and authorizes the Credit Union to process your transaction or request.

**Date Recording:**

When you contact Online Banking to conduct transactions, the information and electronic mail messages you enter will be recorded. By using Online Banking, you consent to such recording.

**Amendments to this Agreement:**

We may change this Agreement at any time. Changes to this Agreement will be effective immediately after we make them, except those changes which we are required by applicable law to tell you about in advance. Those changes will be effective immediately after we have given you the prior written or electronic notice required by applicable law, or at a later time if so specified in the notice.

**Assignment of this Agreement:**

We may assign our rights and delegate our duties under this Agreement to a third-party processor or to any other party. You may not assign your rights or duties to anyone else.

**YOUR ELECTRONIC FUNDS TRANSFER DISCLOSURE Your Liability for Compromised Sign-On Credentials or Unauthorized Electronic Fund Transfer Transactions:**

Tell us AT ONCE if you believe your Sign-On credentials have been misused, lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

- If you notify us within 2 business days after you learn of the loss, your liability is limited to the lesser of the unauthorized electronic funds transfer transaction amount(s) or \$50.
- If you do NOT tell us within 2 business days after you learn of the loss, and we could have stopped someone from using your Sign-On credentials without your permission if you had told us, you could lose as much as \$500.
- Also, if your statement shows transfers that you did not make, 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 taking the money if you had told us in time.

If you are unable to notify us within the stated times because of an extenuating circumstance such as extended travel or hospitalization, we will extend the time periods.

**Whom to Notify:** If your Sign-On credentials are compromised, lost, or stolen someone may transfer funds from your consumer account without permission, call our Member Services Department immediately at 800-431-2754 or write to USALLIANCE Financial, 411 Theodore Fremd Avenue, Suite 350, Rye NY 10580-1410.

**Our Business Days:** Our regular business days are Monday through Friday. However, the Credit Union is closed for business on Federal Reserve System holidays. Calendar days include business days, Saturdays, Sundays and holidays.

**Electronic Funds Transfers You May Make:**

You may authorize the following Electronic Funds Transfer (EFT) transactions via eBranch:

- Transfer funds from your Savings, Checking, or Money Manager Accounts to your Savings, Checking, Money Manager, Club Accounts or other Credit Union account, as authorized.
- Transfer funds from your Savings, Checking, or Money Manager Accounts to make payments to an existing Credit Union loan.
- Cash advance from an existing Credit Union line of credit into your Savings, Checking, or Money Manager Accounts.

While not legally considered electronic fund transfers, Online Banking may permit these and other electronic transactions that do not involve the actual transfer of funds, such as checking balances, determining if a check was paid, ordering checks, or placing a stop payment order.

**General Limits on Transfers:**

Each calendar day, on your Savings and Checking Accounts, you may authorize:

- An unlimited number of deposits through an ACH, DIAL-UP or Online Banking transaction;
- An unlimited number of payments or transfers through an ACH, POS, DIAL-UP or Online Banking transaction;
- An unlimited number of loan payments to a Credit Union loan;
- An unlimited number of payments to the Credit Union for insurance and other authorized transactions.

Each calendar month, on your Savings Plus or Money Manager Accounts, you may authorize:

- An unlimited number of deposits through an ACH, DIAL-UP or Online Banking transaction;

- A total of 6 withdrawals in any combination of ATM withdrawals, payments through an ACH transaction, withdrawal transfers through DIAL-UP or Online Banking, checks or overdraft transfers;
- An unlimited number of loan payments to a Credit Union loan;
- An unlimited number of payments to the Credit Union for insurance and other authorized transactions.

Each calendar day, on your Club account, you may authorize:

- An unlimited number of deposits through an ACH, DIAL-UP or Online Banking transaction.

From your Credit Union loans, consistent with your loan agreement(s), you may authorize:

- An unlimited number of loan advances.

For security and regulatory reasons, there may be additional limitations on the type, dollar amount or number of transactions permitted at certain times to safeguard your accounts against misuse or when you have failed to follow proper procedures for accessing your accounts.

**Charges for Credit Union Services:**

Our charges for Credit Union Services are detailed in the Fees and Service Charges Schedule. The Credit Union reserves the right to change these fees and/or impose additional charges after giving you notice.

**Documentation:**

You will get a monthly account statement. Electronic Funds Transfers made through Online Banking will be documented only on your statement. Individual receipts are not provided.

You must tell us promptly of any change in your mailing address and you must review your monthly statement promptly after you receive it. If you do not, you may be held liable for any unauthorized electronic funds transfer transactions on your consumer account.

**Your Ability to Stop Payments is Limited:**

Except for the preauthorized EFT payments discussed below, you cannot stop payment on electronic funds transfers made through Online Banking.

**How To Place A Stop Payment On Preauthorized EFT Payments:**

You can stop payment on preauthorized EFT payments from your consumer account by first contacting the organization you have authorized to make payments against your consumer account. You may also ask us to stop a preauthorized EFT payment from your consumer account by notifying us at least 3 business days before the scheduled date of the payment. You may:

- Write the EFT Department at 411 Theodore Fremd Avenue, Suite 350, Rye NY 10580-1410 giving your Credit Union Member Number and identifying specifically, by payee, the payment you want stopped; or
- Call our EFT Department at 800-431-2754. You will be asked to identify yourself.
- Use Online Banking or DIAL-UP to identify specifically, by payee, the payment you want stopped.

Your stop payment request will be effective the next business day for all payments to the payee you specified. There is a fee for each stop payment request and for any transfer returned unpaid. You agree that we may debit our fees against any Credit Union account you own.

If you have complied with these instructions and we do not stop the preauthorized EFT payment from your consumer account, we will be liable for your losses or damages.

**Our Liability for Errors:**

If we do not complete a transaction to or from your consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have money in your consumer account or sufficient available credit to make the transfer;
- If Online Banking is not working properly and you know the system is down or being modified before you start the transaction;
- If you did not receive a valid confirmation;
- If your Sign-On credentials have been reported lost or stolen, or we have disabled your Online Banking access;
- If we believe that you or someone else is using the consumer account for fraudulent or illegal purposes;
- If you do not follow instructions properly or enter an invalid account number or Sign-On credentials;
- If your Credit Union account is restrained by court order;
- If the transfer would violate the terms of any other agreement we have with you or if your account is delinquent or in default or if you haven't paid all your fees;
- If circumstances beyond our control (such as fire or flood, electrical or telecommunications failure, postal delays or strikes) prevent the transfer, despite reasonable precautions that we have taken;

There may be other exceptions in other agreements we have with you.

**Account Information Disclosure:**

We will disclose information to third parties about your Credit Union account or the transfers, payments or withdrawals you make:

- When it is necessary for completing transfers; or
- To verify the existence and status of your Credit Union account or your current address to a third party such as a merchant; or
- To persons authorized by law in the course of their official duties;
- To our employees, auditors, affiliates, subsidiaries, service providers, regulatory agency, attorneys and collection agents in the course of their duties;
- To comply with a government agency or court order;
- When you give us your written permission;

In accordance with our privacy disclosure which has been provided to you.

**In Case of Errors or Questions:**

Telephone the EFT Department at 800-431-2754 or write the EFT Department at 411 Theodore Fremd Avenue, Suite 350, Rye NY 10580-1410 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

- Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days.

We will tell you the result of our investigation within 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 consumer account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

If you have not put your complaint or question in writing and we have not received it within 10 business days, we will not credit your consumer account.

For errors involving new accounts and foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your consumer account for the amount you think is in error.

We will tell you the results within three 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 the alleged error concerns a transfer to or from a third party, such as a social security deposit or a preauthorized electronic fund transfer payment to a third party, our investigation may be limited to a review of our own records. If we decide there was no error, you may want to contact the third party to pursue the matter further.