

ELECTRONIC SERVICES AGREEMENT

ACCOUNT ACCESS AGREEMENT AND DISCLOSURE STATEMENT

CHEEKTOWAGA COMMUNITY FEDERAL CREDIT UNION

This Agreement is a contract, which establishes the rules that cover your electronic access to your account(s) at Cheektowaga Community Federal Credit Union through Home Banking. You will be bound by this Agreement when you enroll in Home Banking. You also accept all the terms and conditions of this Agreement by using Home Banking. Please read it carefully and retain for your records. It will also be available on our main website, www.cheektowagacommunityfcu.net.

This Agreement is subject to applicable federal laws and the laws of the State of New York (except to the extent that this Agreement can and does vary such rules or laws). If any provisions of this Agreement are found unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words "you", "your", and "yours" refer to the Cheektowaga Community Federal Credit Union's member(s) jointly and severally. The words "we", "us", "our", "CCFCU" and "Credit Union" refer to Cheektowaga Community Federal Credit Union. This Agreement and Disclosure Statement (hereinafter "Agreement") explains and describes the types of Electronic Funds Transfers which are available to you with our Home Banking system. This Agreement also contains your rights and responsibilities concerning transactions that you make through the Home Banking, including your rights under the Electronic Funds Transfer Act.

To qualify for access to Home Banking, you must be a CCFCU member or joint on an account. Home Banking may not be accessible to Business and Organizational accounts. Other conditions may apply.

ENROLLING FOR HOME BANKING

You must contact the credit union to receive Personal Identification Number (PIN) from the CCFCU.

Users will create a Logon ID and Security Code.

The Home Banking setup process will inform you as to the requirements for the Logon ID and Security Code.

You accept responsibility for protecting the integrity of the Logon ID, the Security Code and against unauthorized transactions and account access. Granting access to your account via Home Banking to any non-owner will make you financially liable for all losses or misuse of your account(s).

1. HOME BANKING

Reach Home Banking at www.cheektowagacommunityfcu.net and click on the Home Banking link. You can use Home Banking 7 days a week, 24 hours a day, 365 days a year, although some or all of the Home Banking services may not be available occasionally due to emergency, scheduled system maintenance or while End of Day is being run at the credit union. The use of your Logon ID is required to access Home Banking. You can perform the following transactions on ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

- a) Obtain balances and other account information on savings, share draft/checking, term share, money market, and loan accounts.
- b) Make transfers between accounts.
- c) Review savings, share draft/checking, term share, money market, and loan history.
- d) Make transfers from your account to other accounts on which you are joint.

2. BILL PAY

- a) To utilize Bill Pay, you must have a checking account at the CCFCU.
- b) If you sign up for Bill Pay, you must pay at least 2 bills per month or a fee will be assessed.
- c) Please allow 5 business days for payments to reach their destination.

3. LIMITATIONS ON TRANSFERS

Federal regulations limit transfers for share/savings accounts and money market accounts, if applicable. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, overdraft transfers to checking and Internet instruction. No more than three of the six transfers may be made by check, draft or debit card, or similar order to a third party. A pre-authorized 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 (ACH). If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and draft account may be

subject to a fee, account closure, or suspension or we may revoke your access to Home Banking. We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction. You agree not to use Home Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. We also will refuse to complete your Home Banking transactions if we have canceled your Home Banking access, or we cannot complete the transaction for security reasons.

If you schedule a transfer into the future, it will process at 2 pm on the day you have it set to transfer. This means that if you want a transfer to be made into your checking account on the morning of April 15th, schedule it for the day before because it will transfer at 2 pm.

4. FEES FOR HOME BANKING

- a) There is a \$5 charge for Home Banking per month, unless you sign up and complete the process to receive your statement electronically. If you sign up and complete the process to receive your statement electronically, Home Banking is **FREE**.
- b) There is a \$5 charge if you have signed up for one of these services and correspondence is returned because you have not notified the credit union of a change in your email address.
- c) There is a \$5 fee if you have signed up for Bill Pay and do not use it to pay at least 2 bills per month.
- d) You must keep your email address current with the credit union. This is the major communication method for these services (especially electronic statements). Because this is so important, there is a \$5 charge if you have signed up for one of these services and correspondence is returned because of an incorrect email address.

5. ACCOUNT STATEMENTS. Your periodic statement will identify each electronic transaction.

6. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. In case of errors or questions about electronic transfers, telephone us at the number below, E-mail us at ccfcu@roadrunner.com, or send us a written notice to the address below 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.

716-684-1741
Cheektowaga Community FCU
2875 Union Rd, Suite 49
Cheektowaga, NY 14227

- a) Tell us your name and member number.
- b) Describe the error or the electronic 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.

c) 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 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) after we hear from you. We will correct any error promptly. If we need more time, we may take up to 45 days (90 days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the complaint or error involves a transaction to or from an account within 30 days after the first deposit to the account was made) 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 questions in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

7. **LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** You will be liable for unauthorized access to accounts via Home Banking to the extent allowed by applicable federal and state law. Tell us AT ONCE if you believe your Member number, or Logon ID, or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may telephone us at 716-684-1741, E-mail us at ccfcu@roadrunner.com, or mail to Cheektowaga Community FCU, 2875 Union Rd, Ste 49, Cheektowaga, NY 14227. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

8. **TRANSACTIONS THAT ARE NOT COMPLETED.** If we fail to complete a transfer to or from your designated account(s) on time, in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. Section 3 of this agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:
- If we have terminated this Agreement.
 - If through no fault of ours, you do not have enough money in your account(s) to make the transfer.

- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken.
- You have reported an unauthorized use of your Member Number and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of Internet Teller is not working properly and you knew about the problem when you started the transactions.
- There may be other exceptions as provided by applicable law.

9. **INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS.** You authorize us to obtain any information deemed necessary to process your request for access to Home Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:
- a) Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
 - b) In order to verify the existence and condition of your designated account(s).
 - c) In order to comply with orders or subpoenas of government agencies or courts.
 - d) If you give us written permission.
10. **OUR BUSINESS DAYS.** Our business days are Monday through Friday, other than legal banking holidays.
11. **OUR RULES AND REGULATIONS AND OTHER AGREEMENTS.** Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.
12. **EVIDENCE.** If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.
13. **TERMINATING THIS AGREEMENT.** You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your Logon ID. We

can also terminate this Agreement and revoke access to Home Banking at any time. Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Logon ID after this Agreement has been terminated.

14. **CHANGING THIS AGREEMENT.** We may change any term of the Agreement at any time. If the change would result in increased fees, if applicable, for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 30 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms in the quarterly newsletter, on our web site, personal E-mail, or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts. The credit union reserves the right to terminate your access to Home Banking if you fail to adhere to these rules or abuse any of these services or your credit union account.
15. **NOTICES.** All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from you will generally be effective once we receive them at Cheektowaga Community FCU, 2875 Union Rd, Ste 49, Cheektowaga, NY 14227. Notices under Section 6 will be effective once you have done whatever is reasonably necessary to give us the information we need—such as by telephoning us.
16. **COLLECTION EXPENSE.** If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.
17. **GOVERNING LAW.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the State of New York. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.