



Ever \$ Green

Federal Credit Union

EVER \$ GREEN FCU Online Agreement and Electronic Funds Transfer (EFT) Disclosure

This disclosure pertains ONLY to EVER \$ GREEN FCU iBanking and does not include any other disclosures the Credit Union may need to provide to you. As an example, unless you specifically request us to do so, you will still continue to receive your statements in paper form.

Banking E-Sign Disclosure

EVER \$ GREEN FCU is pleased to offer you the opportunity to sign up for and utilize our EVER \$ GREEN FCU online banking service, please review this disclosure and provide your consent.

Once you have carefully read the Federal Electronic Signatures in Global and National Commerce Act (E-SIGN) Disclosure and Consent, we suggest that you print and retain a copy for your records. By clicking the "I Agree" button below, you are consenting to receive the required disclosures and messages regarding this service electronically. Your consent pertains to this service only and does not include any other disclosures the Credit Union may need to provide to you.

Please know that you do have the right to receive a paper version of these disclosures and may contact us by e-mail or telephone to request a paper copy. There is no charge for a paper copy. If you do not consent to electronically receiving the required disclosures you should exit this form however, you may visit one of our branch offices to open our EVER \$ GREEN FCU iBanking service.

System Requirements to Access Information

To receive an electronic copy of the required disclosures, you must have the following equipment and software:

- A personal computer with 1.3 GHz or faster processor that is capable of accessing the Internet.
- A current version of Windows or Mac OS, 1GB of ram, and 350MB of available hard disk space.
- You must have software that enables you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader, which is available for free download at <http://get.adobe.com/reader>. Access to a printer or the ability to download information is necessary to obtain copies for your records.

Accuracy and Accessibility

It is your responsibility to provide us with true, accurate and complete information including your email address, contact information or any other information related to this disclosure and your account(s). If any of the information you provide to EVER \$ GREEN FCU changes, it is your responsibility to maintain and update your account information promptly by contacting us at 585-334-2710 or using the online service center within iBanking.

EVER \$ GREEN FCU Online Agreement and Electronic Funds Transfer (EFT) Disclosure

EVER \$ GREEN FCU is pleased to provide you with online banking services (EVER \$ GREEN FCU iBanking) to meet your banking needs. This agreement contains the terms and conditions under which we will provide EVER \$ GREEN FCU iBanking to you. This agreement and disclosure statement contain the rules and regulations governing 'Electronic Fund Transfers' as they apply to your EVER \$ GREEN FCU iBanking service.

This agreement is in addition to your other agreements with EVER \$ GREEN FCU, such as your Product and Account disclosure, the fee schedules, and any credit agreements you have with us. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will control.

Federal law requires that consumers who make use of a Credit Union's EFT services receive the disclosures contained in this agreement before using the service. Use of EVER \$ GREEN FCU iBanking services as defined below are governed by the terms and conditions established and revised from time to time by the Credit Union and are outlined in this disclosure. Please read it carefully and print a copy to keep with your records.

In this agreement, the terms "financial institution", "Credit Union", "we", "us" and "our" refer to EVER \$ GREEN FCU. The terms "you" or "your" refer to the person(s) or authorized signers on the account, authorized user (whether express or implied) or any individual issued a user ID and password. If you have any questions about these services, please call us at 585-334-2710 and ask to speak with the Product Manager or stop by any EVER \$ GREEN FCU office.

Acceptance of This Agreement

EVER \$ GREEN FCU iBanking is available over the Internet using your password, user ID and your personal computer or mobile device to perform transactions noted in this disclosure. By clicking the "I Agree" button below you are agreeing to the terms and conditions of this agreement and disclosure and the electronic delivery of these disclosures. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of EVER \$ GREEN FCU iBanking. You agree that the use of EVER \$ GREEN FCU iBanking with your user ID and password is your signature authorization for any payments or transfers or service requests accessible within this service. Each time you enter your user ID and password, you are authorizing us to process your request.

Business Days

For the purpose of this agreement, our business days are Monday through Friday. Saturdays, Sundays, federal holidays or other days on which EVER \$ GREEN FCU remains closed are not business days.

Online Banking Equipment and Technical Requirements

In order to use EVER \$ GREEN FCU iBanking, you need the following:

- A personal computer with 1.3 GHz or faster processor that is capable of accessing the Internet.
- A current version of Windows or Mac OS, 1GB of ram, 350MB of available hard disk space.
- Software that enables you to receive and access PDF files, such as Adobe Acrobat Reader. For information on how to download, refer to the E-SIGN Disclosure.

You may also access the service by utilizing a variety of mobile devices with an up-to-date operating system. Either method chosen requires a current Internet browser. You are responsible for the installation, maintenance, and security and monitoring of your own device. We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device. You are also responsible for any telephone or data charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet including Short Message Services (SMS), or what is commonly referred to as text messaging.

Online Banking Access

As the primary user, you are considered the administrator who is responsible for managing your EVER \$ GREEN FCU iBanking service. As administrator you will be granted access to all of the enrolled online banking accounts and services. The administrator, at his or her sole discretion, can create and authorize other individuals to act as a user of EVER \$ GREEN FCU iBanking. The administrator can add, delete or change the access authorities for a user including the accounts and services they are allowed to access and the dollar amount of the transactions they are allowed to process. Designating an authorized user provides access to EVER \$ GREEN FCU iBanking and does not change ownership or provide authorization to these users to transact on your behalf in any other manner (i.e. at a branch location). By granting an individual access to your accounts as an authorized user with a user ID and password you expressly agree to take responsibility for all activity initiated by those individuals. In effect, you have authorized each transaction to take place as though you yourself have completed them and EVER \$ GREEN FCU will not be held liable for individual user actions.

The administrator and each user that has been afforded the authority to access accounts through EVER \$ GREEN FCU iBanking will have a unique user ID and password. Your user ID and password are initially set by you and subsequently can only be changed by you. The user ID designated for an authorized user can be issued and changed only by you, the administrator. The password for an authorized user is initially set by you, the administrator, and subsequently changed by the authorized user at first login.

Generally, you should change your passwords frequently to help safeguard the security of your accounts. You may change your password under the Service Center Profile section. Credit Union employees will never contact you via e-mail or by telephone requesting your online password or any other personal information. If you are contacted by anyone requesting this information, do not provide it and contact EVER \$ GREEN FCU immediately at 585-334-2710.

It is critically important to keep your user IDs and passwords confidential to prevent unauthorized transactions on your Credit Union accounts. In the event that you wish to change authorization (i.e. as a result of personal changes in your relationships, or for any other reasons) it is your sole responsibility to revoke access to protect against improper use of EVER \$ GREEN FCU iBanking by the individual(s) you have authorized.

If you suspect any misuse of EVER \$ GREEN FCU iBanking by an authorized user you, the administrator, should revoke that individual's access immediately and inform us AT ONCE if you believe your password and user ID have been compromised or may be compromised. You may contact us by calling 585-334-2710 and speak with a Member Service Representative.

EVER \$ GREEN FCU's hours are:

- Monday - Thursday 9:30am – 4:30 pm
- Friday 9:30am – 6:00 pm

If you prefer to contact via written correspondence address your envelope to:

- EVER \$ GREEN FCU, 2215 E Henrietta Rd, Rochester, NY 14623.

It is important to note that in order to minimize the risk of loss, we strongly suggest that you call us immediately and then confirm in writing. Unless you have been grossly negligent or have engaged in fraud, you can lose no more than \$50.00 if you fail to give us notice of your lost or stolen user Id and password and they are used without your permission.

Error Resolution

In case of errors or questions about your electronic transfers including direct deposit, EVER \$ GREEN FCU ATM transactions, EVER \$ GREEN FCU Debit Card transactions, 24-hour telephone transactions, EVER \$ GREEN FCU iBanking transactions and/or pre-authorized payments, call EVER \$ GREEN FCU at 585-334-2710 to speak with a Member Service Representative (see business hours listed above) or send your written correspondence to:

- EVER \$ GREEN FCU, 2215 E Henrietta Rd, Rochester, NY 14623 – ATTN – Assitant Manager

If you think your statement or receipt is wrong or if you need more information about a transfer listed in your statement or receipt, promptly submit your inquiry to us as we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to provide us with the following information:

- Your name and account number;
- A description of the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you notify us orally, we will require you to send us your complaint or question in writing within ten (10) business days following the date that you notified us. We will report to you the results of our investigation within ten (10) calendar days (5 business days for debit card point of sale transactions) following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within ten (10) calendar days (5 business days for debit card point of sale transactions) following the date you notified us, we will provisionally credit your account for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re-credit your account.

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, and we must make these available to you for inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request if your alleged error concerns a transfer to or from a third party (i.e. a Social Security payment), our investigation may be limited to a review of our own records if we decide that there was no error, you may want to contact such third party to pursue the matter further.

Authorization for Transactions

You agree that the Credit Union may act on the electronic instructions of any of your authorized users.

Accessible Accounts

You may access your checking, savings, certificate of deposit and loan types of accounts to get account balance and transaction information with EVER \$ GREEN FCU iBanking. You may conduct electronic banking transfers with an EVER \$ GREEN FCU checking type of account, Money Market type of account, Share account, and Share Certificate type of account. Bill payment may be conducted with an EVER \$ GREEN FCU checking type of account. You may also make payments to your EVER \$ GREEN FCU loan using the transfer service.

Online Banking Services

The iBanking service may give you access to:

- A. Account Balance and Transaction Information: View balance and account activity.
- B. Account-to-Account Transfers: Transfer funds between your EVER \$ GREEN FCU Accounts.
- C. Person-to-Person Transfers: Transfer funds from your EVER \$ GREEN FCU account to another EVER \$ GREEN FCU member account.
- D. Bill Payments: Pay bills to a third party via check or electronic transaction.
- E. E-Bills and E-Bill Presentment: Receive and view loan bills electronically from EVER \$ GREEN FCU.
- F. E-Statements (located under E-Documents tab): Access to your account statements online, review previous statements up to sixteen (16) months or from the first time you sign up for e-Statements, whichever is more recent.
- G. Manage My CD: Renew your Share Certificate of Deposit to a different term.
- H. Stop Payment: Stop payment on a check that was written by you. To request a stop payment on an electronic bill payment, you will need to call EVER \$ GREEN FCU Member Service or visit the office.
- I. Manage Overdraft Options: Request to opt out of the Courtesy Pay program and request to opt in for the overdraft of ATM and one time debit purchases.
- J. Reorder Checks: Reorder the same style of checks you use today.
- K. Transfer Interest: Transfer interest earned to another EVER \$ GREEN FCU account.
- L. Account Alerts: Set up email and/or text alerts for certain events such as low balance notification.
- M. Notify EVER \$ GREEN FCU of your Travel Plans: Inform the Credit Union to expect transactions from your travel destination. This will avoid your card being deactivated for what appears to be suspicious activity.
- N. Apply for a new Debit Card: Request to order a brand new card.
- O. Replace an ATM or Debit Card: In the event your card is damaged you may request to order a new card with the same card number.
- P. How can I change my PIN : Instructions on changing your ATM or debit card PIN number.
- Q. Add or Remove Accounts from EVER \$ GREEN FCU iBanking: Request to add or remove accounts from your online banking service.
- R. Update/Change Contact Information: Change email address, home, mailing and seasonal address and phone number.
- S. Update/Change Security Information: Change user ID, password, personal image and security questions.
- T. Manage Authorized Users: Create and edit authorized users and online banking access.

EVER \$ GREEN FCU makes available other services, which may be changed or enhanced periodically and include:

- Apply for a Loan
- Communicate with a Member Service Representatives using secure chat or messages

Account Balance, Available Balance and Transaction Information:

The account information you access via EVER \$ GREEN FCU iBanking will generally be current as of the business day you obtain the information, unless another time is specified. Information on your Credit Union account(s) is available for up to one year. You may view current and available account balances, transaction activity, pending Automated Clearing House (ACH) and point-of-sale (POS) transactions for deposit and loan accounts that are enrolled in EVER \$ GREEN FCU iBanking.

Please note:

- Your deposit account available balance includes your current balance minus any holds. Your available balance displayed does not include savings overdraft, unused reserve credit and assigned overdraft privilege limits.
- Immediate and future dated transfer or bill payment requests may draw against available funds that include your savings account, unused reserve credit or assigned overdraft privilege limits. An insufficient funds fee may apply. Refer to our fee schedule for the amount we will charge you for the overdraft method you have chosen.
- Your line of credit loan account available balance is the dollar amount you have available to draw on.

Transfer Funds

You have the ability to set up a one time or recurring, monthly, quarterly or weekly transfer up to 365 days in the future. Transfer of funds is permitted between EVER \$ GREEN FCU checking accounts and statement type of saving accounts and to make loan payments.

Transfers made after 8:00 pm on a weekend or federal holiday are posted on the next business day and are available for immediate use. However, sufficient funds must be available at the time of your request.

If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs. For example, a cancellation may occur at 11:59pm on January 1 if the payment is scheduled for January 2.

If you schedule an immediate account-to-account or person-to-person transfer, you must have adequate available funds in your account at the time the transfer is initiated. The funds will be deducted from your account immediately.

If you schedule a future-dated or recurring account-to-account transfer or person-to-person transfer you must have adequate available funds in your account when we attempt to transfer the funds. This will occur at 10:00 am on the scheduled date of transfer.

If a transfer fails because you did not have enough funds in the designated transfer account we will send you an email indicating a failed attempt and we will take no further action. If you receive an email because the transfer was not successful you should access EVER \$ GREEN FCU iBanking to reschedule the transfer.

Account-to-Account Transfers

This service transfers funds between your accounts held at EVER \$ GREEN FCU. You are permitted to transfer between the following types of accounts:

- Checking account to checking account
- Checking account to a share account
- Share account to checking account
- Share account to a share account

Additionally, you are permitted to make payments from the following types of accounts:

- Checking to loan accounts held with EVER \$ GREEN FCU
- Share account to loan accounts held with EVER \$ GREEN FCU

Person-to-Person Transfers

This service allows for transfers from your EVER \$ GREEN FCU accounts to another member's account held at EVER \$ GREEN FCU. The member you wish to transfer funds to must provide you with their name as it appears on their account and their account number to authorize the transfer of funds.

You are permitted to transfer between the following types of accounts:

- Checking account to another EVER \$ GREEN FCU member's checking account
- Checking account to another EVER \$ GREEN FCU member's share account
- Share account to another EVER \$ GREEN FCU member's checking account
- Share account to another EVER \$ GREEN FCU member's share account

Any documentation provided to you that indicates that a person-to-person transfer was made, shall be admissible as evidence of such transfer and will effectively constitute prima facie proof that the transfer was made.

Transaction Limits by Transfer Type

The following transaction limits will apply:

<u>Transaction Type</u>	<u>Maximum Transaction Amount</u>	<u>Maximum Daily Limit</u>	<u>Maximum 30 Day Limit</u>
Account-to-Account Transfers	\$100,000 or the available balance in your account, whichever is less	\$100,000	N/A
Person-to-Person Transfers	\$10,000 or the available balance in your account, whichever is less	\$10,000	N/A

Share and Money Market Statement Type Account Limitations

You may make as many in-person withdrawals as you wish. For any Share, including Money Market statement type accounts, Federal law limits the number of telephone and/or third (3rd) party electronic fund transfers from your account to no more than six (6) per statement cycle. This limit includes those conducted by 24-Hour Telephone transfers, EVER \$ GREEN FCU iBanking, checks, POS transactions, overdraft protection transfers, ACH transactions, online bill payments and online transfers.

Stop Payments

Your stop payment requests must follow the procedures and specifications established by the Credit Union. You must provide us with timely, complete and accurate information on the following:

- A. The number of the account against which the item is drawn
- B. The check number
- C. The exact amount (dollars and cents) of the item
- D. The name of the payee
- E. The reason for the stop payment

Complete accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect your stop payment order may not be processed and we will not be responsible for failing to complete the order. However, if all terms and conditions have been satisfied and we fail to process a stop payment order of a preauthorized transfer from your account, we may be liable.

Stop payment requests, which cover a range of checks that are missing or stolen, may be processed by us without regard to the dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item has not been paid. We will not be able to verify this immediately for items paid more than 180 days prior to your request. Stop payment orders are in effect for six (6) months and can be renewed after the six (6) month period upon your written request. Failure to renew the stop payment order may result in the item being paid. Periodically, our systems may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check.

Alerts

This service is designed to provide real time notification of important information related to you EVER \$ GREEN FCU account(s) such as a low balance or the occurrence of an overdraft. If you subscribe to our alert service you will be asked to select either email or text messaging (SMS) as a method of delivery. You are responsible for any telephone or data charges incurred in connecting to your ISP that gives you access to this alert service including SMS services.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control such as system failures or misdirected delivery. We don't guarantee the delivery or accuracy of alerts and the contents of an alert may be outdated by the time the alert is sent or received resulting from other account activity or delays in sending data among various systems. You agree to keep your alert contact methods up to date and accurate and further agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert or for

any actions taken or not taken by you or a third party as the result of an alert. EVER \$ GREEN FCU reserves the right to terminate any request for any alert at any time.

You understand and accept that alerts are not encrypted and while we will never include your password or full account number in the alert, we may include limited information about your account and anyone with access to your alerts will be able to view the contents of these messages.

Bill Payment

If you have chosen this option, you may make payments from a checking account(s) that you have designated for bill payment. Your payments will be made either electronically to the person or business you are paying ("payee") or by sending the payee a paper check.

The Bill Payment system will show a "Send On" date and a "Deliver By" date of the payment when you select the calendar. It is advised that you schedule payments in advance to ensure that the "Deliver By" date is on or before the payment due date. While most payees can be paid by using the bill payment feature, we reserve the right to refuse to pay certain payees. You agree that payment transactions executed through an automated clearinghouse will be subject to the rules of the National Automated Clearinghouse Association (NACHA).

"Send On" Date VS. "Deliver By" Date

When scheduling a bill payment, note the difference between the "Send On" date and the "Deliver By" date; the "Send On" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the "Deliver By" date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access EVER \$ GREEN FCU iBanking to determine the date of the second deduction attempt.

If you schedule a payment with the "Send On" date as the current date, you must have adequate available funds in your account at the time the payment is scheduled. The funds will be deducted immediately. If you schedule a payment with the "Send On" date in the future, there must be adequate available funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 3:00 pm EST of the "Send On" date.

The "Deliver By" date is the date that you can expect the payee to receive your payment. The "Deliver By" date for your payment should be no later than the due date the payee has indicated for the payment.

Bill Payment Transaction Limits

EVER \$ GREEN FCU Bill Pay has a per transaction limit up to \$9,999.99 or your available account balance, whichever is less.

Canceling Bill Payments

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at anytime through EVER \$ GREEN FCU iBanking. "Future" and "Recurring" bill payments may be cancelled or changed up until 12:00 midnight of the night before the "Send On" date of the transaction.

Payment Guarantee

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. Note that finance charges are calculated based on your payment amount rather than your entire balance. If the payee is unwilling or unable to remove the charges incurred, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating.

- A. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
 - Exception: Mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15 day grace period must have a "Send On" date no later than July 1st.
 - The payment amount did not exceed the \$9,999.99 transaction limit.

- The information supplied by you was correct (i.e. the payee name and address, your name and account number as it appears on the payee's records).
- The payments did not fail due to insufficient funds or other reasons.

High Risk Bill Payment Payees

You may use the Bill Pay service to process payments to the following payees. High risk payees include:

- Payments to payees located in the Armed Forces Postal Codes such as AE & AP
- Payments to settle securities transactions
- Payments to payoff special or delayed financing for purchases
- Payments to credit counseling agencies who pay creditors on your behalf
- Payments to payees outside of the United States
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

NOTE THAT THE PRECEDING PAYMENTS ARE NOT COVERED BY OUR PAYMENT GUARANTEE.

Mobile Banking

You have the option of accessing EVER \$ GREEN FCU iBanking through a web browser on your mobile device. When using a mobile device you may:

- Review account balances, account details and transaction history
- Schedule one-time bill payments to existing payees
- Make one-time funds transfers between EVER \$ GREEN FCU accounts
- Receive, compose and send secure messages to/from the Credit Union

You will not be able to access all of the functions/services that are accessible with a personal computer. Examples include, but are not limited:

- Edit or create payees
- Schedule recurring bill payments
- Schedule recurring transfers
- View e-statements
- Check ordering
- Update or change profile information such as password, email address, challenge questions, user ID, etc.
- Create alerts

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of the Credit Union's control.

You are also responsible for any telephone or data charges incurred in connecting to your ISP that gives you access to the Internet or SMS services.

Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

Stopping Pre-Authorized Payments

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES (SUCH AS DEBIT CARD AND EVER \$ GREEN FCU IBANKING) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

If you told us in advance to make a regular payment to a third party out of your account, you can stop these payments by calling EVER \$ GREEN FCU at 585-334-2710 to speak with a Member Service Representative during our business hours as previously stated. If you prefer to send written correspondence, the address is EVER \$ GREEN FCU, 2215 E Henrietta Rd, Rochester, NY 14623.

We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we will also require you to put the request in writing and submit it within fourteen (14) calendar days after you call. We will charge you our standard checking account stop payment fee in effect at the time you stop payment. Refer to our separate fee schedule for the amount we will charge you for each stop payment order you request. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages.

If these regular payments vary in amount, the payee should inform you ten (10) calendar days before each payment, when it will be made or how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside of a certain limit. You may set these certain amounts or limits at any amount you desire.

Liability for Failure to Make Online Transfers or Payments

If we do not complete a transfer to or from your account or a payment on time or in the correct amount according to your instructions and in accordance with this agreement and disclosure, we will be liable for limited losses or damages. However, we will not be liable in the following situations:

- A. Any other specific exceptions stated in our agreement with you and/or listed below
- B. The payment or transfer is to a high risk payee as defined above
- C. If, through no fault of ours, your account has insufficient funds to make the transfer or payment
- D. If the transfer or payment will exceed the credit limit for your Reserve Credit Account
- E. If the system was not working properly and you knew or had reason to know about the break-down when you started the transfer or payment
- F. If circumstances beyond our control (such as fire and flood) prevent the transfer or payment, despite reasonable precautions taken
- G. If the funds are subject to legal process or other encumbrance restricting such transfer or payment
- H. If an electronic branch has insufficient cash to complete your transaction
- I. If the transfer was attempted against a passbook type of account
- J. If we have a reasonable basis for believing that an unauthorized use of your user ID and/or password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Credit Union terminates this agreement
- K. The payee does not process a payment correctly or in a timely manner
- L. If you negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, leading to unauthorized access to accounts
- M. If your computer or mobile device is compromised, leading to unauthorized access to accounts
- N. If you leave your device unattended in the middle of a banking session and that results in unauthorized access to your account(s)
- O. If you do not sign-off after completing your banking session
- P. If your input error is the cause of a problem
- Q. If there are postal delays that result in a payee not crediting your payment promptly
- R. For direct, indirect, incidental, special, consequential, economic or other damages arising out of the use of EVER \$ GREEN FCU iBanking, including the Bill Payment service
- S. For loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, Internet browser or Internet access provider
- T. There may be other exceptions stated in our other agreements with you, or that may occur unforeseeably

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Documentation and Verification of Transfers and Payments

Confirmation Numbers: Upon completion of a bill payment using EVER \$ GREEN FCU iBanking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through EVER \$ GREEN FCU iBanking.

Periodic Account Statement: You will get a monthly account statement from the Credit Union for your checking, Money Market and Share accounts. Any transfers or bill payments conducted on the Internet through the EVER \$ GREEN FCU iBanking service will appear on your account statement.

Overdrawing Your Account

If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees to the Credit Union immediately upon request. This paragraph does not apply to Overdraft Line of Credit; see the following paragraph for details on Reserve Credit Accounts.

Overdraft Line of Credit (ODLOC) Accounts Only

If you use EVER \$ GREEN FCU iBanking to withdraw or transfer money from your account, and the withdrawal or transfer creates an overdraft in your account, a loan will be made to you in accordance with your ODLOC Agreement to cover the amount of the overdraft, provided that there is enough left of your Overdraft maximum credit limit under your ODLOC Note to cover the amount of the overdraft. Using your user ID and password to make a withdrawal or transfer when there is not enough money in your account to cover the withdrawal or transfer is a written order by you requesting the loan. Except to make these loans, you agree that you will not use your user ID and password to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Credit Union immediately upon request.

Fees

Please refer to a separate Fee Schedule located on our website at www.evergreenfcu.com for additional information about EVER \$ GREEN FCU iBanking and other fees.

If you have an EVER \$ GREEN FCU ODLOC, you will be assessed a finance charge on any cash advance made on your credit line as provided in your Overdraft Note you signed when you opened your ODLOC. These charges are subject to change by us. Your deposit account(s) may be subject to certain minimum balance requirements to avoid monthly maintenance charges. For details, see the Truth in Savings disclosures given to you when you opened your account or you may receive an additional copy by contacting us directly.

Notices

In the event you need to provide us with notification, it should be addressed to:

- EVER \$ GREEN FCU, 2215 E Henrietta Rd, Rochester, NY 14623 ATTN: Operations Manager.

In the event the Credit Union needs to provide you with a notice, the notice shall be deemed delivered once we have mailed it to your last known address in our records.

Inactivity

If you do not use EVER \$ GREEN FCU iBanking (either account access or bill paying) for an extended period, we reserve the right to terminate your access to EVER \$ GREEN FCU iBanking and request that you re-register online to reactivate this service.

Electronic Communications

Internet email communication is not considered to be a secure form of communication. For Credit Union account inquiries you agree to contact EVER \$ GREEN FCU electronically using only the secure messaging feature within EVER \$ GREEN FCU iBanking. You also agree that any communication from us to you regarding your online banking accounts including any disclosures or other information required to be delivered in writing under applicable law may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of online banking.

You may print a copy of such communications using the "print" function of your web browser software. All EVER \$ GREEN FCU iBanking disclosures can also be found under the Service Center tab. You may also request a paper copy at any time by contacting the Credit Union directly.

Security Procedures

EVER \$ GREEN FCU iBanking system employs encryption to ensure the secure transmission of data. The system also utilizes risk based monitoring tools and reverse authentication to protect against phishing attempts. These methods include a user selected image to identify the Credit Union's online banking site, user selected challenge questions, out of wallet challenge based questions and out of band confirmation codes. By using EVER \$ GREEN FCU iBanking, you agree that the online banking security procedures are reasonable and sufficient to ensure that all transaction requests such as bill payment and transfer instructions or other communication we receive from you have in fact, been made by you. You must consider the size, type and frequency of transactions or other communications that you anticipate making when determining whether you consider the Credit Union's online banking procedures to be sufficient. In short, by using EVER \$ GREEN FCU iBanking, you have determined that EVER \$ GREEN FCU iBanking is secure for your purposes.

The Credit Union will require users to answer security questions or to provide a confirmation code to process certain transactions and changes to EVER \$ GREEN FCU iBanking. This helps ensure information is secure and protects you from fraud and identity theft.

If the size, type and frequency of your transactions change, and you determine that the online banking security procedures cease to be reasonable and sufficient, you must inform the Credit Union of this immediately. Such a determination means you will no longer use EVER \$ GREEN FCU iBanking for any purposes. If you wish to learn more about online banking security, please ask us.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Third-Party Services

In addition, as an additional service, EVER \$ GREEN FCU iBanking may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Credit Union's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY EVER \$ GREEN FCU, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

Disclosure of Information to Third Parties

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization or agency with the exception of (as applicable):

- Certain routine disclosures necessary to complete a transfer
- Verification of the condition and existence of your account for a credit bureau or merchant
- Persons authorized by law in the course of their official duties
- EVER \$ GREEN FCU's employees, auditors, service providers, attorneys or collection agents in the course of their duties
- A court order or lawful subpoena
- Consumer reporting agencies
- Your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred.

Information Provided by You

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you agree to promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your user ID and password, and for all instructions entered through and under your user ID and password, including those submitted on your behalf by authorized users.

Indemnification

If you are the primary user or an authorized user performing transactions from an account, you agree to indemnify EVER \$ GREEN FCU and hold us harmless from and against any and all claims, demands, expenses (including, but not limited to, reasonable attorney fees and costs), losses or damages claimed by any third parties (including, but not limited to, any persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement or (ii) your breach of this agreement.

If we initiate any legal action to collect money owed to us under this agreement or any related agreements, including any counterclaim, you agree to pay all of our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

Amendment and Termination

We have the right to modify or amend this agreement as allowed by law. Any modifications or amendments by EVER \$ GREEN FCU shall be effective thirty (30) days after EVER \$ GREEN FCU sends notice of the amendments to you. Either you or EVER \$ GREEN FCU may terminate this agreement at any time by giving written notice to the other, but the termination of this agreement does not terminate your account(s) with EVER \$ GREEN FCU. Closing the account(s), which you access with EVER \$ GREEN FCU iBanking, terminates this agreement simultaneously. The Credit Union may also cancel your privilege to use EVER \$ GREEN FCU iBanking, even without telling you in advance.

Internet Gambling

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement (UIGEA). Internet gambling transactions are prohibited and should not be processed through any accounts.

Governing Law

This Agreement will be governed by and interpreted in accordance with federal and state law and regulation. You are responsible for compliance with any applicable federal, state and local laws and regulations.