



Online Banking Agreement

This Polish & Slavic Federal Credit Union ("PSFCU") Online Banking Agreement ("Agreement") governs your use of PSFCU Online Banking that permits you to access a number of financial services through the use of the Internet. Please read this Agreement before enrolling in our Online Banking and initiating any electronic funds transfer via the Internet. By clicking the "Accept" button, you agree to be bound by the terms and conditions stated in this Agreement, and any other agreement including but not limited to Bill Payment, External Transfers Terms and Conditions and Electronic Communications. We recommend that you print a copy of this document for your record. We will mail you copy of this agreement upon request. This Agreement supplements any other agreements or disclosures related to your account(s), including "Membership and Account Agreement", Fee Schedule, Truth-In-Savings, Electronic Funds Transfer disclosures and any amendments which are incorporated herein.

In this Agreement, the following definitions apply:

1. Definitions

"You" and "Your" means each person, business or organization that has ownership interest in or is an authorized signer with the authority to view accounts and perform transactions on the accounts accessible through Online Banking. "We," "Us" and "Our" means Polish & Slavic Federal Credit Union ("PSFCU")

"Account" or "Accounts" means one or more checking, savings, money market deposit or loan account that you have with us.

"Bill Payment Service" means our service that allows you to pay or transfer funds to designated payees based upon your instructions to us entered on the bill payment site

"Business Day" means any calendar day other than Saturday, Sunday, or any holidays recognized by PSFCU.

"Checking" refers to Share Draft accounts.

"Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking service, from one eligible account to another.

"External Account" means an account held by a financial institution other than PSFCU.

"External Transfer" means an electronic transfer of funds between your PSFCU account an External Account. An External Transfer may be an inbound or an outbound transfer.

"Mobile Device" means a cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

"Online Banking" means the service(s) described in this Agreement.

"Password" means the personal alphanumeric identification number or code selected by you for identification purposes in connection with the use of our Online Banking Services.

"Savings" or "Savings Share" means any share: Regular Share, Money Market, Term Share Certificate, Checking, IRA or Club account you may have with us that you have linked through PSFCU Online Banking.

"Subuser" means a person other than account owner, who was granted access to the Account(s) through Family and Friends feature.

"Username" is a unique identifier that you will use to log in.

2. Hours of Accessibility

You may use the PSFCU Online Banking 24 hours a day, 7 days a week. PSFCU Online Banking may be temporarily unavailable due to scheduled maintenance periods. To utilize PSFCU Online Banking, you will need to enter your Username and Password and otherwise satisfy the system's security procedures. Depending on the Internet access device that you use, the transactions you are able to perform may vary.

During certain windows throughout the day, the Online Banking Service may be available only in a memo mode. During that time, all transaction requests will be accepted but posted to your account after the system is back online.

3. Accessing Accounts and Security Procedure.

You authorize PSFCU to provide access to your eligible Accounts and Online Banking services through the PSFCU Online Banking. To enroll in Online Banking for the first time, you will need to provide your account number, social security number as well as provide additional authentication information as requested at registration. A valid email address is required and must match the email currently on file with PSFCU. You will be enrolled in PSFCU Online Banking by accepting the terms and conditions of this agreement. The login credentials including your username, password and other security information will be selected by you during the enrollment process. You are responsible for safekeeping your login credentials.

For Business or Organization users, access to your accounts will be based on the authentication of authorized users and business/organization TIN.

To access your Accounts through the PSFCU Online Banking, you need a username, a password, an email address and required hardware and software.

If you use a mobile access device other than your computer, you may not be able to perform all the functions described in this agreement. Any limitations will be disclosed when you use your Internet-access device. When using the Mobile Banking Service, you may generally access certain Accounts and Services through the mobile browser, our mobile apps, or get certain information through text messaging on a Mobile Device.

4. Equipment and Software Requirements

In this Agreement, your computer, any software and the related equipment, and any other internet access devices through which we may offer access to PSFCU Online Banking, are referred to collectively as your "Computer." You are responsible for obtaining, installing, maintaining and operating all software and

hardware or other equipment necessary for you to access and use Online Banking, including but not limited to, an Internet service provider, current Internet browsers, the best commercially available encryption, anti-virus and Internet security software. We are not responsible for any errors or failures caused by any malfunction of your Computer, and we are not responsible for any computer virus or related problems that may be associated with the use of PSFCU Online Banking or your Computer. You are also responsible for all telephone charges incurred in connecting to PSFCU and for charges by any service provider providing connection to the Internet. We are not responsible for losses or delays caused by your service providers.

5. Electronic Messages and Alerts

Normal Internet email transmissions may not be secure, therefore for Account inquiries, you agree to contact us electronically only through the PSFCU Online Banking message function. You also agree to receive from us electronic messages containing sensitive information using the same method. You are deemed to have received any electronic messages sent to you when we post them on the PSFCU message center. We will not immediately receive Internet email that you send, therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen Card / Username and/or Password; or to report an unauthorized transaction).

You authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Account and Online Banking service. These communications may identify you by name and may state that we're sending them on your behalf and according to your instructions.

The alerts option lets you request and receive informational and/or actionable messages about your Account(s). You may receive alerts through email message(s), text message(s), emails blasts and/or by other means. Each alert will be effective after the alert type, timing and delivery methods are set up by you.

Receipt of alerts may be delayed or prevented by factor(s) affecting your internet and/or phone provider or other relevant entities. PSFCU will not be liable for losses or damages arising from non-delivery, delayed delivery, or wrong delivery of any alert, inaccurate alert content, your use or reliance on the contents of any alert for any purposes.

6. Authorizations

You authorize us to act on transaction instructions received using your Username, Password and any authenticating and security information we require, and you agree that the use of your Username and your Password will have the same effect as your signature. We reserve the right to deny any transaction initiated through the PSFCU Online Banking service.

7. Online Banking Services

The services currently available to you via the PSFCU Online Banking consist but are not limited to:

- Viewing your account information including transaction history and balances. Your account balance may show funds that have been credited to your account but are not yet available for withdrawal
- Making transfers between Accounts you may have with us including loan payments

- Making Payments to a Payee from your Account(s) using Bill Payment service
- Transferring funds to Accounts held by other PSFCU Members
- Transferring money from Line of Credit to transactional accounts
- Transferring funds to your accounts at other financial institutions using External Transfer Service
- Requesting stop payments
- Viewing check images
- Sending and receiving account alerts and messages from PSFCU;
- Receiving E-Statements and E-Communications
- Downloading Account information in various formats for use with certain financial software programs and/or spreadsheets. (Note: we are not responsible for the accuracy of data or for its integration with financial software)
- Updating personal information such as address, email, password and phone and updating login settings
- Having access to third party vendors including Access Point and Harland Clarke

These features of PSFCU Online Banking are subject to the terms of this agreement and may be limited depending on type of products or services that you have.

8. Linked Accounts

In order for you to use the PSFCU Online Banking, you must have at least one Savings Share Account with us. Your tax identification number (“TIN” or “SSN”) and member profile will determine which eligible Accounts may be linked together through Online Banking without regard to ownership. Consequently, you or an authorized user may be able to view all linked Accounts, including joint, custodial (“UTMA”), retirement (“IRA”), personal loans, mortgages and credit cards. Access to such accounts for certain purposes (e.g. transfers and Bill Payment) may be restricted or prohibited. Member Accounts and Business or Organizational Accounts won’t be available in a combined view.

Any owner or signer acting alone must be authorized to access a linked Account. If any of the aforementioned Linked Accounts is a joint account, you confirm that your joint account holder(s) has or have consented and authorize you to use Online Banking. We will terminate your use of PSFCU Online Banking if any joint account holder notifies us that (i) they never consented to your use of Online Banking, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

For Business and Organizational accounts, if you no longer are a person authorized on the signature card for each linked account to designate signers for each such account, the business has the obligation to inform Business Online Banking of the new individual or individuals with such authority. Such notice must be given separately from any other notices given to PSFCU by calling us at 1.855.773.2848.

9. Creating and Managing Subusers

You can choose to authorize Subusers using Friend and Family option and control their scope of activities by assigning Subuser access levels and transaction types. The Friend and Family option is available to US Persons with valid US Tax ID and email address only. Each Subuser must register with PSFCU Online Banking and must create a separate online username and password. If Subuser is an existing Online Banking user, then he/she must use their username and password to access account(s).

For each Subuser, you will have to designate which account(s) the user will have access to. You will also have to grant permissions on the access level and types of transactions for each account the Subuser is granted access to. You agree that by granting any Transaction Access (“transfers in” and/or “transfers out”, also sometimes referred to as full access) to an Account you will allow a Subuser to transfer funds, make payments using Bill Payment, perform account maintenance, view account balances and activity on the account, subject to the Account and Service settings limitations. You will be solely responsible for transactions and/or activities of all Subusers added to your account(s). You also will be solely responsible for granting permissions, monitoring transactions and revoking Subuser(s) permissions. You must contact Members Service Center at 1-855-773-2848 to remove a Subuser. Failure to properly manage or remove Subuser access may result in unauthorized transfers for which you will be solely responsible.

View Account allows a Subuser to view account balances only; View Transactions allows a user to view account balances and transactions; Transaction Access (“transfers in” and “transfers out”) allows Subuser to transfer funds between linked Accounts, make payments using Bill Payment service, perform account maintenance, view account balances and transactions, subject to the selected account and service settings.

You acknowledge and agree that Subuser will have access to view statements, view check images of all linked accounts subject to permissions granted and controlled by you only. Any Subuser to whom you have given transfer ability will be able to see the last name and last 4 digits of account number for all transfer recipients created by you.

10. Transaction Limitations

The federal limitations on transfers applicable to Savings and Money Market Accounts during each statement cycle will apply and limit number of transfers that can be made through the PSFCU Online Banking. According to Regulation D, you may make up to a total of six (6) transfers or payments per statement cycle from a regular share and money market accounts to other accounts or to third parties. Transfers and payments from Regular Share and Money Market savings accounts made through PSFCU Online Banking are counted against the permissible number of transfers. You may transfer any amount as long as the transaction does not cause the balance in your Account to be less than the required account minimum. Transfers made to PSFCU loans are not affected by this limitation.

Transfers of funds from Accounts are subject to the restrictions contained in the applicable Account disclosures. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

11. Limit of Our and Other Providers' Responsibility

We agree to make reasonable efforts to ensure the full performance of PSFCU. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of communications by you or us. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of PSFCU Online Banking. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING PSFCU INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. PSFCU services, information, and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of PSFCU Online Banking.

12. Right to Get Documentation of Electronic Banking Transaction

Information concerning PSFCU Online Banking transactions will be shown on your statement for the account to and from which transfers or payments are made. If you have a checking account, you will receive a monthly statement. If you have a Statement Savings or Money Market account you will receive a statement during months with electronic funds activity or quarterly if there is no such activity. You will also receive a reference number upon successful completion of a transfer. A copy of any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

13. Our Liability if We Fail to Make Certain Transfers

If we do not complete an electronic transfer to or from your Account on time or in the correct amount, we will be liable for your losses or damages not to exceed the amount of the transaction. However, there are some exceptions. We will not be liable for losses or damages, under the following scenarios:

- (i) your account contains insufficient funds for the transaction your payment to be made and properly credited by the payee by the time it is due (future);
- (ii) the equipment, phone lines, or computer systems were not working properly, and you should have known about the breakdown when you started the transfer;
- (iii) if circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include, but are not limited to telecommunication outages or interruptions, delays caused by payees, fires and floods);
- (iv) if the money in your account is subject to legal process or other encumbrance restricting the transfer;
- (v) if you do not give proper, complete or correct instructions for the transfer, stop payments, or you do not follow the procedures in this or any other agreement with us for requesting a transfer;
- (vi) if your Username or Password has been reported lost or stolen, or we have canceled your Username or Password;
- (vii) if we have reason to believe that you or someone else is using PSFCU Online Banking for fraudulent or illegal purposes; or

(viii) a payment or transfer request would consist of money deposited in a form or by a method which has not yet made the money available for withdrawal. In the case of accounts opened for business purposes, we will also not be liable if you have not followed our instructions, or have not given us complete, correct and current instructions for making a transfer.

There may be other exceptions stated in our Membership and Account Agreement or any other applicable service agreements.

14 Business/Organizational Account and EFTA

In accordance with the Electronic Funds Transfer Act ("EFTA"), the entity accounts such as Corporation, Trust, Partnerships, LLCs, etc. are considered non-consumer accounts and are not afforded EFTA protections. You acknowledge your responsibility for all funds transferred affecting your business or organizational accounts initiated through PSFCU Online Banking. PSFCU will have no duty to verify the identity of the person or persons using your Online Banking account to transfer funds and transact on your non-consumer account other than the standard authentication security procedures provided for on Online Banking.

14. Fees

Current fees applicable to products and services are set forth in the PSFCU Fee Schedule. We may change the Fee Schedule at any time and will notify you as required by law.

15. Your Responsibilities and Liability for Unauthorized Use

If you believe your Username, and Password has been compromised, lost, or stolen, or that someone has transferred or may transfer money from your account without your permission you must contact us immediately.

If you suspect that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit. You could lose all the money in your account (plus your maximum overdraft line of credit), if you fail to report an unauthorized transaction in a timely manner. If you tell us within 2 business days after you learn that your Username and Password have been compromised, lost, stolen, you will be liable for the lesser of \$50 or the amount of money or property obtained through the unauthorized use before the credit union was notified. If you do NOT tell us within 2 business days, after you learn of the loss or theft of your Username and Password and we can establish that it would have prevented additional losses if you provided timely notification, you could lose as much as \$500.

Also, if your statement shows electronic transfers that you did not make or authorize, 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 hospital stay) kept you from telling us, we may extend the time periods to a reasonable time.

You should never provide your Username and Password to a third party. If you do so, you are authorizing that party to make transactions on your Account(s) and you will be responsible for any transactions on your

behalf, including transfers from your Account(s). We will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of your Username and Password.

16. Error Resolution

In case of errors or questions about your electronic transfers call us at 1.855.773.2848, write us at

Polish & Slavic FCU
9 Law Drive
Fairfield, NJ 07004
Attn: Back Office Operations

or e-mail us at contact@psfcu.com as soon as you can, if you think your statement contains an error or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer 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 may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred 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 Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account. For errors involving new accounts, point-of-sale, or 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 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.

17. Privacy

PSFCU does not sell or provide any member information to third parties. We may disclose information about you, your account or the transactions you engage in with third parties in order to administer the products and services we provide, when required to do so by law or government rules and regulations. PSFCU may share member information, to the extent permissible by law, for purposes including but not limited to credit reporting, merchant verification and fraud prevention. For more information regarding PSFCU information sharing practices, please see to the PSFCU privacy policy.

The Children’s Online Privacy Protection Act (“COPPA”) is intended to protect children under the age of 13 from online collection of personal information. For more information, see the Federal Trade Commission’s web site regarding COPPA and Protecting Kids’ Privacy. Users of the Site must be at least 18 years of age. The

PSFCU Site and Online Banking are not directed to anyone under the age of majority (i.e., 18 years of age). PSFCU does not knowingly collect any personal information from any person protected under COPPA.

18. Terminating Access

You may terminate your right to use PSFCU Online Banking by notifying us. If you terminate your PSFCU Online Banking, we will continue to make transfers, and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice. We may terminate your right to use PSFCU Online Banking at any time without notice. We are not required to reinstate or re-activate your access.

19. Amendments

We may amend or change the Agreement at any time. If the change adversely affects you, we will give you notice prior to the effective date of the amendment to the extent required by applicable law.

20. LIMITATIONS ON LIABILITY.

WE, INCLUDING OUR AFFILIATES AND AGENTS, ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF ONLINE BANKING, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES PROBLEMS WITH DATA TRANSMISSION FACILITIES (WHETHER OR NOT SUPPLIED BY US, OUR AFFILIATE, AGENT OR SERVICE PROVIDER) OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING IS AT YOUR SOLE RISK AND THAT ONLINE BANKING AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE, IS PROVIDED ON AN "AS IS" BASIS, AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ONLINE BANKING AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE.

21. Governing Law

This Agreement is governed by the federal laws of the United States and the state laws.

22. Contacting PSFCU

You can contact Member Services Center: 1.855. PSFCU.4U (1.855. 773.2848 (calls within US) or 973-808-3244 (international calls), Monday through Friday: 9 am to 8 pm EST and Saturday: 9 am to 4 pm EST.