



Northern Credit Union

Online Banking Agreement

Online Banking Agreement, Bill Payer Agreement,
and Electronic Funds Transfer Disclosure

Online Banking Agreement

This Agreement and Disclosure provides information about Northern Credit Union's Online Banking (Internet Banking), Bill Payer Agreement, and the disclosures required by the Electronic Funds Transfer Act. For the purpose of this document, "we", "us", and "Credit Union", shall refer to Northern Credit Union.

Online Banking Agreement

This Agreement contains the terms and conditions governing Online Banking. To enroll in the services it will be necessary for you to acknowledge that you have received and read this Agreement and agree to its terms and conditions by typing "YES" in the box located next to this electronic document. This action also acknowledges that this Agreement has been accepted by you.

Eligibility

You are eligible to use Online Banking (Internet Banking) if you have, at minimum, one open and active regular share account with a minimum balance of \$5.00 with Northern Credit Union. You must have an open and active share draft (checking) account to use Bill Pay. You will need access to the Internet through your computer or other web browser enabled device.

Account Access

Your share and share draft accounts and loan accounts may be accessed for Internet Banking and Bill Pay services. Some accounts may have transactional limitations and all accounts are subject to our Membership and Account Agreement. Your accounts may be accessed online by using a log on and password, which you will set.

Types of Available Transactions

You may use your password to process the following requests and transactions on your account(s):

1. Account balance and transaction history
2. Transfer funds between your share and checking accounts. You may also transfer funds from your account to accounts other than your own, provided that you have entered into an agreement with us to do so;
3. Make loan payments from your share or checking accounts.
4. Request that a check be mailed to your address that we have on file for a loan advance on your line of credit or Heloc, or for a withdrawal from your share or checking accounts.
5. Inquire about dividends/interest earned and loan interest paid for both the current and prior year;
6. Obtain check images;
7. Email messages to the Credit Union, however, email may not be used to initiate transactions on your account(s);
8. Obtain statements; and
9. Access new account, loan and mortgage applications

Limitation on Frequency and Dollar Amount of Transactions

There is no limit to the number of transfers you make between your accounts. You may make an unlimited number of loan payment transfers between your Accounts. There is no limit on the dollar amount you may transfer between Accounts, provided that your available balances are sufficient to cover those transfers and your Share (Savings) Account does not fall below the minimum balance required. 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. See your "Your Ability to Withdraw Funds" disclosure for information regarding when holds may be placed on deposited funds.

Hardware and Software Responsibilities

You are responsible for selecting all systems, hardware and your Internet service provider. You are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider and systems and computer services.

Password and Security

As part of our enrollment process you will be required to select a password to access Virtual Branch services. Your Password has the same effect as your signature authorizing transactions. You agree to safely keep your Password, not to record your Password or otherwise disclose or make your Password available to anyone other than authorized users of your accounts. Anyone to whom you disclose your Password and anyone who has access to your Password will have full access to the services you perform with Online Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your Password with your permission, you will be responsible for any transactions performed by that person.

Electronic Records and Signatures

If you opened or use your account by means of Northern Credit Union's internet site, you agree that the following information may be transmitted to you electronically if such information becomes available in an electronic format: periodic account statements, loan agreements and any other information that we are required to provide you with respect to your account.

You agree: (a) That a signature, contract or other record relating to your Credit Union account may not be denied legal effect, validity or enforceability solely because it is in electronic form, and; (b) A contract relating to such transaction may not be denied legal effect, validity or enforceability solely because an electronic signature or electronic record was used in its formation. (c) You have the right to withdraw your consent to accept electronic records or signatures.

To withdraw consent you must submit a written request to Northern Credit Union, 120 Factory Street, Watertown, NY 13601.

Your Liability

Tell us **IMMEDIATELY** if you believe your Password has been lost, stolen or otherwise became available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts. If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission, 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 of the date we mail a periodic statement to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you would have told us in time.

Contact in the Event of Unauthorized Access

Contact the Credit Union immediately, if you believe your Password has been lost or stolen or that someone has transferred money from your account without your permission. Telephoning is the best way to keep your possible losses to a minimum. Call us at **315.782.0155** or toll free **866.310.6328**.

Bill Pay Service

Northern Credit Union's Bill Pay service allows you to schedule bill payments through the Credit Union's Online Banking (Internet Banking). You can arrange, at your option, for the payment of your current, future and reoccurring bills from your NFCU share draft account. There is no limit to the number of payments that may be authorized. We cannot process payments to federal, state, or local government agencies or courts.

By furnishing us and/or our bill paying agent with the names of your payees/merchants and their address, you authorize us and/or our bill paying agent to follow the payment instructions to these payees/merchants that you provide us and/or our bill paying agent via the Bill Pay service. When you schedule a bill payment for processing, funds will be remitted from your designated share draft account. However, we will not be obligated to make any such payment unless your account has sufficient funds or credit available to pay the bill at that time. Funds for bill payments, (whether these payments are made electronically or by check) will be withdrawn from your account the day before the processing date you specify.

Scheduling Payments

You understand that when possible, payments will be made electronically; however due to vendor or payee's requirements, some will be made by written and mailed check. For payments made by check, you must schedule the payment at least 5 full business days prior to the date the payment is due at your payee to allow for paper delivery in a timely manner. For payments made electronically, you must schedule your payments at least 2 full business days prior to the date the payments are due. Any payment made with Bill Pay requires sufficient time for your payee to credit your account properly. The credit union will not be responsible for costs, charges, liabilities, or other consequences arising from late payments occurring as a result of you're scheduling of payments or as a result of insufficient funds in your account.

Third Party Vendor

Northern Credit Union contracts with a third party vendor to assist in the completion of your payment instructions. The Credit Union reserves the right to substitute agents and will advise you how to contact the substitute agent if that becomes necessary.

Stop Payments of Electronic Funds Transfer

If you have told us in advance to make regular payments out of your account; you can stop any of these payments. You may do this online; call us at **1.315.782.0155** or **1.866.910.6328**. We may also require that you put your request in writing and get it to us within 14 days after you set up the stop pay online or call us. We will charge you \$20.00 for each stop payment order you place. If you order us to stop one of these payments 1 business day or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

You may also write us at Northern Credit Union, 120 Factory Street, Watertown, NY 13601 in time for us to receive your request before the payment is scheduled to be made or the check clears your account.

Liability Regarding Payment

We shall not be responsible for any charges imposed or any other action taken by a payee who refuses the payment for any reason, or resulting from a payment that you have not scheduled properly; including any applicable finance charge and late fees. In addition, we will not be liable if there are insufficient funds or credit available in your designated payment account; if you provide incorrect or incomplete payee information; changes of merchant address or account number; the failure of any merchant to account correctly for the payment in a timely manner; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly; or for any other circumstance beyond the control of the credit union. We will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Pay service.

Fees and Charges

Transactions involving your account(s) via Home Banking/Teller-Phone are considered the same as any other transaction with regard to service charges, overdrafts and other fees, terms and conditions as set forth in your account agreement(s).

Overdrafts

When you schedule a funds transfer using Online Banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. At our discretion we may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees.

Our Liability for Failure to Make Funds Transfers

If you have given us all of the proper and timely instructions and have properly completed all fields to complete a transfer, and we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will not be liable to you if, among other things: **a)**Through no fault of ours, you do not have enough money in your account to make the transfer, prevent the transfer or use of Online Banking, and we have taken reasonable precautions to avoid those circumstances, **d)**You have not properly followed the instructions for using Online Banking, **e)**Your operating system is not properly installed or functioning properly, **f)**An error or failure resulted from any malfunctions of your browser, Internet service provider or computer, computer virus or other problems relating to the computer equipment you use with Online Banking, including, without limitation, your inability to access Online Banking or any part of the services, **g)**The failure was the result of inaccessibility due to a Online Banking system failure.

Non Owner Cross Account Transfers

Northern Credit Union may allow you to transfer funds into another member's account such as a spouse or children's provided that you have entered into an agreement with us to do so. However, it does not allow you to access the destination account information. These transfers are permitted to any account (unless otherwise restricted) as established within the membership account structure. The Credit Union reserves the right at any time to restrict or prohibit transfer capabilities on certain types of accounts. You will not be able to withdraw funds or access information from the account unless you are an authorized signer/owner of that account.

Periodic Statements

Your Online Banking transactional activity will appear on your periodic account statement. If there are no Regulation E related electronic transactions in a particular month, you will receive statements at least quarterly.

Hardware and Software Requirements

The following hardware & software are required for access to & retention of your information electronically. For best results, your system should meet the following minimum requirements:

For PC

- Pentium II processor
- 64 MB of RAM
- 800 x 600 screen display setting
- Standard keyboard and mouse
- Internet connection
- Internet Explorer® 8 or 9, Firefox 10.0.2, Chrome or Safari are required.
- Adobe Acrobat Reader® 6.0.1 (or higher)

For Macintosh

- PowerPC G3 processor
- 64 MB of RAM
- 800 x 600 screen display setting
- Standard keyboard and mouse
- Internet connection
- Internet Explorer® 8 or 9, Firefox 10.0.2, Chrome or Safari are required.
- Adobe Acrobat Reader® 6.0.1 or higher If the hardware or software requirements needed to access and retain your online records.

If the hardware or software requirements needed to access and retain your information change, the Credit Union will provide you with a statement of the revised hardware and software requirements. In the event of such change, you will have the right to withdraw consent to receive your information electronically without the imposition of any fees for the withdrawal of consent and without the imposition of any other conditions or consequences. You must consent to continue to receive your information electronically after such hardware and/or software change in the same manner in which you must initially consent to receive your information electronically under this Agreement.

System Unavailability

Access to Northern CU's Online Banking may be unavailable at times for the following reasons: (1) Scheduled Maintenance - there will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance – Online Banking may be unavailable when unforeseen maintenance is necessary; (3) System Outages - major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; or, (4) Internet Service Provider - failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of Online Banking; however, we are in no way liable for system unavailability or any consequential damages that may result.

Termination of Online Banking Services

In the event you wish to discontinue your Online Banking services, you must notify us in writing at Northern Financial Credit Union, 120 Factory Street, Watertown, NY 13601 or call Member Services at **315.782.0155** or **800.310.6328**. If you notify us verbally, you must also send us written notification within ten (10) days. We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate your Online Banking services, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Online Banking may terminate the services. Termination shall not affect the rights and obligations of the parties for transactions made with Online Banking before we have had a reasonable time to respond to your termination request. Your termination of Online Banking will automatically terminate any pending transfers and payments.

Amendment

We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice.

Conflict of Provisions

This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our member Account Agreement and Disclosures. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.

Enforcement

You are liable to us for any loss, cost, or expense we incur as a result from your failure to follow this agreement. You authorize us to deduct any such loss, costs, or expense from your account without prior notice to you. If we bring legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

Governing Law

This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws of the State of New York, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Online Banking Agreement

Contact us by telephone at **315.782.0155** or toll free at **800.310.6328** or write us at Northern Financial Credit Union, 120 Factory Street, Watertown, NY 13601 immediately, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell Us your name and account number (if any)
2. 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.
3. Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. 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.

PLEASE CLOSE WINDOW AND PROCEED WITH ENROLLMENT

