

## Hudson River Community Credit Union Online Banking Disclosure & Agreement

This Online Banking Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of Hudson River Community Credit Union's Online Banking electronic services. Disclosure information that applies to Online Banking services offered by Hudson River Community Credit Union is given below.

Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Online Banking services offered by Hudson River Community Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms "you" and "your(s)" refer to the member (if this is a joint account, singular pronouns shall include each of you), and the terms "we", "us", "our(s)", and "Credit Union" refer to Hudson River Community Credit Union. The agreement contains the disclosures required by the Electronic Funds Transfer Act.

### Electronic Disclosure of Online Banking Disclosure and Agreement

By accessing the Online Banking services, you acknowledge electronic receipt of the Credit Union's Online Banking Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

### Who is Bound by This Agreement

Each person ("signer") who enrolls in Online Banking agrees to be bound by the terms and conditions of this Agreement. By accessing the system, or authorizing anyone else to access the system, you agree to be bound by the terms and conditions of the Agreement.

### Right to Receive Documentation of Transactions

You will receive a monthly account statement for each month in which there are transactions or electronic transactions on your account. All payments and or transfers made via online banking services will be listed on your account statements that you receive from Hudson River Community Credit Union. You will continue to receive your regular account statement either monthly or quarterly, unless you opt-in to receive electronic statements.

### Business Days

For purposes of these disclosures, our business days are Monday through Friday excluding holidays.

## User Name and Password

Your accounts can only be accessed through Online Banking by the use of a User Name and Password.

You are responsible for maintaining the confidentiality of your password. The password should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accordingly. You agree that you will not use or allow anyone else to use your password.

## Our Liability for Failure to Make Transfers

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

- a. your password has been entered incorrectly;
- b. through no fault of ours, you do not have enough money in your account to make the transaction;
- c. the transaction would go over the Courtesy Pay limit, if applicable;
- d. the network system was not working properly and you were aware of the malfunction when you started the transaction;
- e. circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- f. the money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or agreement restricting a transaction;
- g. the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

## Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- a. when it is necessary to complete the transaction;
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c. in order to comply with government agency or court orders or other legal process;
- d. if you give us your prior oral or written permission.

## Address Change

You are required to keep the Credit Union informed of your current address to ensure correct mailing of statements.

#### Amendments

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records, or electronically if you have previously agreed to accept electronic records and statements. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our Online Banking service or designated accounts.

#### Termination

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Online Banking with or without cause. We may do so immediately if:

- a. you or any authorized user of your account breaches this or any other agreement with the Credit Union (includes account abuse or overdrafts);
- b. we have reason to believe that there has been or might be an unauthorized use of your account;  
or
- c. you or any authorized user of your account requests that we do so.

#### Collection Costs

You agree to pay the Credit Union our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.

#### Reservation of Rights

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

#### Other Agreements

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## Severability

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

## In Case of Errors or Questions about Your Account

Telephone us at (518) 886-3400 or write to us at One Third Street, Corinth, NY 12822, as soon as possible, 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. 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.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within 10\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your 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. If we find that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

\*If you assert an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

## Right to Stop Payment of Preauthorized Transfers and Our Liability for Failure to Stop Payment

- A. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call (518) 886-3400 or write to us at One Third Street, Corinth, NY 12822 in time for us to

receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The stop payment is valid for 6 months.

- B. Liability for failure to stop payment of preauthorized transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

#### Transactions Available

You may use Online Banking to perform the following transactions:

- Obtain account balances, dividends and available histories; obtain loan balances, next payment due date, scheduled payment amount, payoff amount, and available histories;
- Obtain clearance of specific checks within the history period available;
- Transfer funds between your savings and checking accounts;
- Make loan and credit card payments.