

St. Lawrence Federal Credit Union

Home Banking Agreement and Disclosure Statement

This agreement states the terms and conditions that apply when you use the St. Lawrence Federal Credit Union Home Banking service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement. Each time you access an account through St. Lawrence Federal Credit Union Home Banking, you confirm your agreement to these terms.

1. Definitions

* "You" and "your" mean each person or business entity who establishes a St. Lawrence Federal Credit Union Home Banking Member Account with us or who uses or is authorized to use a St. Lawrence Federal Credit Union Home Banking user ID and password or other means of access we establish or approve.

* "St. Lawrence Credit Union Home Banking" and the "Service" means our service that allows you to make payments, transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

* "We", "us", "our" or "the Credit Union" refer to St. Lawrence Federal Credit Union which offers the Service and which holds the account or accounts accessed by the Service.

2. User ID and Password

To access the St. Lawrence Federal Credit Union Home Banking service, you must use the user ID number (St. Lawrence Federal Credit Union Home Banking user ID) and/or other means of access we establish or provide for your St. Lawrence Federal Credit Union Home Banking Member Account, together with a St. Lawrence Federal Credit Union Home Banking password. Anyone to whom you give your St. Lawrence Federal Credit Union Home Banking user ID and password or other means of access will have full access to your accounts and you will not be able to limit that person's authority.

The first time you access any of the accounts available to you under this Service, you confirm your agreement to be bound by all of the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure. You may choose to accept or decline new services or

changes to existing services by continuing or discontinuing the services to which such change may relate.

WE STRONGLY SUGGEST THAT YOU DO NOT DELEGATE AUTHORITY OVER YOUR ACCOUNT TO ANYONE WHO IS NOT AN AUTHORIZED SIGNER FOR YOUR ACCOUNT AS LISTED ON THE ACCOUNT SIGNATURE CARD.

You must be a primary owner of this account. Notwithstanding any instructions contained on the signature card for your account, you understand and agree that access to your account via St. Lawrence Federal Credit Union Home Banking is granted by user IDs and passwords that can be reentered by a single individual. You should not designate any account that requires more than one signature for withdrawals. However, if you do so designate such an account, you, and all co-signers of the account, agree that transactions made via St. Lawrence Federal Credit Union Home Banking by use of a user ID and password is authorized.

3. Home Banking Transactions

You, or someone you have authorized by giving them your St. Lawrence Federal Credit Union Home Banking user ID and password or other means of access (even if that person exceeds your authority), may instruct us to perform the following transactions:

- View account balances and transaction history;
- Make transfers between your qualifying accounts to the extent authorized;
- Obtain information that we make available about your qualifying accounts;
- Make payments on eligible loan accounts or lines of credit;
- Make third party payments under the Bill Pay Service (see Bill Pay Service disclosure);
- Obtain other services or perform other transactions that we authorize or make available now or at a future date.

4. Limits On Home Banking Transactions

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. Payments are not allowed from certificate of deposit, installment loan, or IRA accounts. You cannot transfer funds from an installment loan, or from or into a certificate of deposit. Funds transfers into loans or lines of credit will be credited as payments in the manner set forth in

your promissory note or loan agreement. Transfers from savings and money market accounts are limited by law and your deposit account agreement with us. For these types of accounts, you may only make up to six withdrawals and/or transfers each month by check, preauthorized or automatic transfer, draft, telephone, or online access. Only three of these six transactions may be by check, draft, debit card, or similar order to third parties. Funds from deposited items may also be subject to an uncollected funds hold, as disclosed in your funds availability disclosure.

5. Our Liability For Failure To Complete Payments Or Transfers

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will only be liable to you to complete such payment or transfer. Under no circumstances will the Credit Union be liable for any damages that you may suffer, including consequential damages, due to our failure to complete a payment or transfer. Specifically, the Credit Union will NOT be liable to any extent whatsoever if:

- a) Through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds;
- b) Any payment or transfer would go over the credit limit of any account;
- c) Your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
- d) You have not given us complete, correct or current account numbers or other identifying information so that we may properly credit or debit your account or otherwise complete the transaction;
- e) You do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
- f) You do not initiate your payment or transfer in time to be received and credited by its due date;
- g) The money in the account from which a payment or transfer is to be made is subject to legal process or other claim which restricts the transaction;
- h) We process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner;

i) Circumstances beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreements with you.

If any of the circumstances listed in a) through i) above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

6. Hours of Accessibility

The St. Lawrence Federal Credit Union Home Banking Service is generally available 24 hours a day, 7 days a week. There may be periods that the service is not available due to routine maintenance or other reasons. Where possible, we will provide advance notice of these system downtimes. You may not be able to access St. Lawrence Federal Credit Union Home Banking during these downtimes.

A transfer or loan payment initiated through St. Lawrence Federal Credit Union Home Banking will process immediately.

7. Statements

Your St. Lawrence Federal Credit Union Home Banking payments and transfers will be indicated on the monthly or quarterly statements we provide or make accessible to you. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information. Your statements may contain further information or disclaimers.

8. Your Liability

Each of you agrees to the terms of this Service. You are liable for all transactions that you or any of you make or authorize, even if the person you authorize exceeds your authority. You agree not to disclose or share your St. Lawrence Federal Credit Union Home Banking user ID and password or other means of access with others. If you have given someone your St. Lawrence Federal Credit Union Home Banking user ID and password or other means of access and want to terminate that person's authority, you must change your St. Lawrence Federal Credit Union Home Banking user ID and password or other means of access or take additional steps to prevent further access by such person.

9. Unauthorized Transactions Or Loss Or Theft Of Your St. Lawrence Federal Credit Union Home

Banking User ID Or Password

If you believe your St. Lawrence Federal Credit Union Home Banking user ID or password or other means of access have been lost or stolen or that someone has used them without your authorization, contact us immediately by one of the following methods:

- a. Telephone St. Lawrence Federal Credit Union during normal business hours at (315) 393-3530.
- b. Visit, or write to, us at 800 Commerce Park Drive, Ogdensburg, NY 13669

Quickly telephoning us is the best way of reducing your possible losses.

If you think that your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, the Credit Union must hear from you no later than 60 days after the Credit Union sent the FIRST statement on which the problem or error appeared.

- Tell the Credit Union your name and account number (if any).
- Describe the error, the transfer or payment 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 the Credit Union the dollar amount of the suspected error.

If you tell the Credit Union orally, the Credit Union will require that you send the Credit Union your complaint or question in writing within 10 business days. The Credit Union will tell you the results of its investigation within 10 business days after it hears from you and will correct any error promptly. If the Credit Union needs more time, however, it may take up to 45 days to investigate your complaint or question.

If the Credit Union decides to investigate your complaint, it will re-credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time that it takes the Credit Union to complete its investigation. If the Credit Union asks you to put your complaint or question in writing and does not receive it within 10 business days the Credit Union may not re-credit your account. If the Credit Union decides that there was no error, it will send you a written explanation within 5 business days after it finishes its investigation. You may ask for copies of the documents that the Credit Union used in its investigation.

Members who are consumers using an account for personal, family or household purposes have some protection from loss caused by unauthorized access. An "unauthorized electronic funds transfer" means an electronic funds transfer from a consumer's account initiated by a person other than the consumer without actual authority to initiate the transfer and from which the consumer

receives no benefit. The term does not include an electronic funds transfer initiated by a person who was furnished with the access device to the consumer's account by the consumer, unless the consumer has notified the Credit Union that transfers by that person are no longer authorized or the transfer was initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. If your St. Lawrence Federal Credit Union Home Banking password has been compromised and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your St. Lawrence Federal Credit Union Home Banking password without your permission to access a Credit Union deposit account. If you do NOT tell us within 2 business days after you learn of the loss or theft and we could have stopped someone from taking money without your permission had you told us, you could be responsible for the entire loss or theft.

If your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within 60 days after the paper or e-statement was sent to you, and we could have stopped someone from taking money if you had told us in a timely manner, you may not get back any money lost after the 60 days. If extenuating circumstances, such as long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

10. Business and Other Non-Personal Accounts

The Credit Union's obligations set forth in Sections 6 and 10, and the limitations on your liability set forth in Section 9, do not apply in the case of business or other non-personal accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts. The owners of non-personal accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). We may process any on-line instruction we believe is given by any of you if the instruction is accompanied by your St. Lawrence Federal Credit Union Home Banking user ID and password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.

11. Electronic Communications and Access

You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the internet or your internet service provider. You must use equipment and software that are compatible with our system, which may change from time to time. Note: Some browser software may store user names and security

codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's Help screen for more information on this feature.

You agree that this Agreement and any notice or other type of communication that is provided to you in connection with the Service, including amendments, statements, and account information, may be sent to you electronically by posting the communication at our web site or by sending it to you by email. You may obtain a free copy of this Agreement, any amendments to it, and other communications about the Service in paper form by calling us at (315)393-3530 or writing to: 800 Commerce Park Drive, Ogdensburg, NY 13669. You may withdraw your consent to such electronic communications by writing to us at the same address, and advising us that you wish to have future notices sent to you in paper form. We may elect to terminate this Agreement and the Service if you choose to receive notices in paper form.

You agree to provide us with your current email address for notices. If your email addresses changes, you must send us a notice of the new address by writing to us or by updating your email yourself in the appropriate location within St. Lawrence Federal Credit Union Home Banking. You will need the following or equivalent hardware and software in order to access our web site, to receive notices from us, and to retain an electronic record of this Agreement and future notices:

- Windows 95/98/ME/NT/XP or Macintosh System 7.5.5 or higher
- 64 MB RAM (recommended)
- 800 X 600 or higher video resolution (recommended)
- Internet Access (28.8/56 kbps modem, cable modem, DSL, etc.)
- A browser that supports 128-bit encryption (Chrome, Firefox, Internet Explorer or Safari.
- We do not provide ISP services; you must have your own internet service provider.

12. Fees and Service Charges

St. Lawrence Federal Credit Union Home Banking is a free service we offer to our members. The Credit Union reserves the right to impose fees and/or other service charges for access to or use of the St. Lawrence Federal Credit Union Home Banking. We will promptly notify you of any new fees or change in the fees for these services. These charges will be automatically deducted from the checking account you designate for this purpose and the charges will appear on your statements. If you close that account, you will need to designate a new account for such payments. Please see your service charge schedule for information on other fees that may apply to your account, such as non-sufficient funds or stop payment fees. We are not responsible for any fees that may be billed to you by your internet service provider.

13. Termination

To cancel the St. Lawrence Federal Credit Union Home Banking Service, you must notify the Credit Union and provide your name; address; whether you are discontinuing St. Lawrence Federal Credit Union Home Banking; and the effective date to stop the service. You may notify us by one of the following methods:

- a. Telephone St. Lawrence Federal Credit Union during normal business hours at (315)393-3530;
- b. Come in and speak to a Credit Union representative; or
- d. Write to us at 800 Commerce Park Drive, Ogdensburg, NY 13669.

The Credit Union reserves the right to terminate this Agreement and your access to this Service in whole or in part at any time if you do not pay any fee required by this Agreement when due, or if you do not comply with the Agreement governing your deposits or loan accounts, or if your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of this Service for any other reason.

14. Provisions

We may introduce new services or enhance existing services from time to time. Unless we state otherwise, any new or enhanced services will be subject to the terms of this Agreement. By using new or enhanced services when they become available, you agree to be bound by the terms and conditions relating to the services.

We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to any of you at the address or email address shown in our records, by posting the notice or an amended agreement on our web site, or delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this agreement and your use of the Service.

You agree to take precautions to protect your St. Lawrence Federal Credit Union Home Banking user ID and password. In addition, you should take precautions to protect your personal identification, such as your driver's license numbers and your social security numbers, to help prevent unauthorized access to your account.

While we continue to evaluate and implement the latest improvements in Internet security technology, users of the system also have responsibility for the security of their information and

should always follow the recommendations listed below:

- Keep your password confidential
- Be sure others are not watching you enter information on the keyboard when using the system.
- Never leave your computer unattended while logged on to the system. Others may approach your computer and gain access to your account information if you walk away.
- Exit the system when you are finished to properly end your session. Once a session has ended, no further transactions can be processed until you log on to the system again.
- Close your browser when you are finished, so that others cannot view any account information displayed on your computer.
- Keep your computer free of viruses. Use virus protection software to routinely check for a virus on your computer. Never allow a virus to remain on your computer while accessing the system.

This Agreement is governed by the laws of the State of New York and applicable federal law.