

## **TEG Federal Credit Union Online Banking Agreement and Disclosure**

Please read this Agreement carefully and keep it for future reference. This Agreement contains your rights and obligations as a user of TEG Federal Credit Union (TEG FCU) Online Banking, and how it is regulated, controlled, or impacted by several different government regulations. Online Banking, External Funds Transfer and Bill Pay services are electronic funds transfers (EFTs) that are electronically initiated transactions involving your deposit accounts. This document defines the disclosures and terms that apply to your use of the TEG FCU Online Banking system.

By creating a username and password, submitting the authorization for online service, or by accepting or using the Online Banking system to make any online banking transactions, you agree to be bound by these terms and conditions.

From time to time, some or all of the Online Banking service features may not be available due to system maintenance. Please refer to the Web site for regular maintenance times and dates.

### **===== DEFINITIONS =====**

1. "Bill Pay" is the online service that enables the scheduling of bill payments using an Internet-enabled device;
2. "Online Banking" is the Internet-based service providing access to your TEG FCU account(s);
3. "Online Account" means the account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Online Banking service. An account means any of your account(s) to which we may allow access via the Service under this Agreement.
4. "Password" is the customer-generated code selected by you for use during the initial log in, or the codes you select after the initial log in, that establishes your connection to the Service;
5. "PC" means a personal computer that enables you, with an Internet browser and Internet service provider, to access your Online Account. You will need a computer with a modem and Internet browser that supports SSL with 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer and/or mobile device(s). TEG shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer, mobile device(s) or software.
  - A. You should routinely scan your PC and mobile device(s) using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. TEG shall not be responsible for any computer virus that affects your computer, mobile device(s) or software while using our Service.
6. Time of day references are in Eastern Standard Time (EST);
7. "User ID" is the identification code assigned to you for your connection to the Service;
8. "We," "us," "our," "TEG FCU", "TEG", or "Credit Union" refer to TEG Federal Credit Union and any agent, independent contractor, service provider, licensor, designee, or assignee TEG FCU may involve in the provision of Online Banking;
9. "You" or "your" refers to the owner of the account or a person with authority with respect to the account.
10. "Device" means a cellular telephone or similar wireless communication device onto which you have downloaded software provided by us for the purpose of permitting Mobile Banking. A "Device" is also a cellular telephone or similar wireless communication device that is capable of conducting banking transactions at our Mobile Banking site through text (SMS) messaging, Wireless Application Protocol (WAP), or other products that we select or approve. Your wireless carrier may assess you fees for data or text messaging services. Please consult your plan or provider for details.
11. "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking including Apps for iPhone, iPad, or Android; Mobile Web Banking and SMS Text

Message Banking.

## ===== CONTACT INFORMATION =====

**Business Days (Monday through Friday, excluding Federal Holidays)**

**Member Service Representatives are available during normal business hours**

(845) 452-7323 or Toll Free at 888-834-8255

Monday through Friday: 8 AM – 6 PM

Saturday: 9 AM – 2 PM

In addition, our 24/7 Live Person Call Center can be reached after hours for password resets, to unlock accounts or reset multifactor authentication questions. Any other questions should be directed to our Member Service Representatives during normal business hours.

## ===== AVAILABLE SERVICES =====

Some of these transactions may not apply to your account.

- Obtain various account information related to any of your share or loan accounts including current balances, dividends posted, loan interest and payoff balance, due dates and scheduled loan payment amounts;
- Pay bills and receive eBills using the Bill Payer feature;
- Obtain 90-day account history information;
- Transfer funds between your accounts;
- Transfer funds from your Line of Credit Loan ;
- Transfer funds from your share draft (checking), primary share (savings), some secondary savings, or money market accounts to make your loan payments;
- Transfer funds from your account to another account (cross account transfer) at TEG FCU with prior written approval from the Credit Union;
- Transfer funds between your accounts at TEG FCU and accounts at other financial institutions (fee may apply);
- View copies of up to six months of cleared checks;
- Sign up for and access to eStatements (electronic statements);
- Receive account alerts via SMS text message or e-mail;
- Export account history and information into Quicken, Quickbooks or a CSV file;
- Obtain tax information, including interest paid and dividends earned for year-to-date and for the previous year;
- Access your credit card balance, history, and make payments;
- Edit or update your member information/profile;
- Request a stop payment, check copy or check withdrawal;
- Other enhancements, transactions, inquiries or calculations may be made available on the online banking system from time to time.

**The following types of transactions are NOT available with online banking:**

- Transfer funds from your Home Equity Line of Credit
- Make IRA Contributions
- Withdraw or transfer from your Certificate of Deposit or IRA Certificate Account Funds
- Withdraw money from your Holiday account
- Pay your Mortgage
- Perform other transactions with vendors who supply service to the Credit Union

## ===== ALERTS =====

With online Alerts, you can ask us to send you automated messages about your account to either your e-mail address or to your mobile device via SMS text message. Each Alert becomes effective after you set-up and activate it in the Alerts menu.

You can manage the types of Alerts you wish to receive, and you can suspend or stop any Alert at any time. We reserve the right to change the types of Alerts available or terminate Alert service at any time without notice to you. Please be aware that Alerts are not encrypted, so anyone with access to your e-mail or mobile device will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alerts are processed once a day and are not real-time. Alert information may also be subject to other time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any Alert, whether within or outside our control. In requesting Alerts, you agree that the Alert service is a courtesy to you, and as such the Credit Union will not be liable for: any delays, failure to deliver, or misdirected delivery of any Alert; any errors in Alert contents; or any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the e-mail address and/or mobile device number you specify. If you change your email address or mobile device number, you are responsible for making the change within the TEG FCU Online Banking system.

## ===== ID CHECK® =====

All online users are required to set up the ID CHECK® security feature. ID CHECK provides added security to help prevent fraud when you access your Credit Union account(s) online. You will be able to select a series of challenge questions and answers to validate your identity as well as change these questions and answers at any time in TEG FCU Online Banking. Your answers to these challenge questions are encrypted to provide additional security. You and your joint account owners will need to set up the questions together so either of you can answer if prompted. In order to ensure the safety of your account information, please refer to the online user precautions listed in this disclosure.

## ===== LIMITATIONS =====

You agree to the following limitations when you use the described online privileges.

Information concerning your accounts may only be obtained through a computer and modem, workstation setup, mobile device, or similar devices that meet certain specifications to access the Internet.

We may set up a "lock out" feature which may deny access if there are too many invalid password tries or other irregular transactions on the account.

### **Business Days**

Our business days are Monday through Friday, excluding federal holidays. Transactions that you initiate on a non-business day (Saturday, Sunday or federal holidays) are effective dated the next business day. TEG FCU Online Banking is generally available 24 hours per day, seven days per week, 365 days per year. However, Online Banking may be interrupted for a short time weekly for data processing and/or periodically for servicing or updates.

## **Limits on Transfers and Transactions**

1. **Regulation D Transaction Limit on Money Market Accounts.** During any calendar month, you may not make more than six (6) transfers from any money market account to your other accounts or to a third party by means of an online transfer or other preauthorized electronic funds transfer, automatic transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile or transfer initiated through automated telephone response service. This limitation does not apply to transactions conducted at ATMs, in person or by mail. Internal transfers to make payments to your loan accounts and requests for withdrawals by check made payable to you are also excluded from this limitation. Federal law provides that if you continually violate these limits, TEG FCU may be obligated to close your account.
2. **Limits to Available Balance.** You may not exceed the available balance in your account on the day that the transfer is made. TEG FCU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account balance below the required amount or otherwise require TEG FCU to increase its required reserve on the account. Overdraft protection is not automatically triggered to cover “insufficient funds” transactions. We reserve the right to limit the frequency and dollar amount of any transaction at any time for security reasons.

## **===== STATEMENTS =====**

You will continue to receive your regular account statement either monthly or quarterly (depending on the type of account), either by mail or through Online Banking (if you have opted-in to receive electronic statements).

## **===== SECURITY PASSWORDS =====**

When you initially sign up for TEG FCU Online Banking you will use your Call24 Personal Identification Number (PIN) as your PIN. Once validated by the system, you will choose a new password for TEG FCU Online Banking. It should remain confidential and should not be written on or near your computer, or disclosed to a third party. You agree not to make your password available to anyone not authorized to sign on your accounts. Remember that anyone who has the password may use that access to change the password on the account! If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by changing the password. If you fail to maintain the security of any password and the Credit Union suffers a loss, we may terminate any or all of the services under this agreement, as well as restrict any other Credit Union deposit or loan service you may have.

You may authorize the JOINT OWNERS of your account to access TEG FCU Online Banking by disclosing your password to them. You understand and agree that the password grants such persons unlimited access to all share (savings), share draft (checking), money market and other depository accounts linked to your account, and to any loan sub-accounts linked to your account. It also grants unlimited access to anyone to whom such persons may share your password without your knowledge or consent. Access to loan sub-accounts may include personal loan information, transaction history on your TEG FCU credit card, and transaction history on your Home Equity Line-of-Credit (HELOC).

You understand and agree to pay and be responsible for, and indemnify the Credit Union for, all transactions initiated by you or anyone to whom you disclosed your password, and all transactions initiated by anyone who received your password directly or indirectly through another party to whom you disclosed your password. In addition to your liability for any indebtedness created through the use of online privileges, TEG FCU may at its sole option elect to also hold a user of TEG FCU Online Banking, if other than you, liable for any transactions or indebtedness charged to your account(s) through the use of the TEG FCU Online Banking system. The obligation of two or more parties will be joint and several, meaning that all signers on the account will be responsible for repaying all, or any portion of, any such charges or indebtedness, without regard to the liability of the other signers.

## **===== INFORMATION ABOUT "COOKIES" =====**

To provide better service and a more complete and effective Web site, we use "cookies" as part of our interaction with your browser. A "cookie" is a short piece of data, not code, which is sent from our Web server to your Web browser when you visit our Online Banking site. This "cookie" is stored on your machine, but is not an executable program.

## **===== EQUIPMENT REQUIREMENTS =====**

You will need a personal computer, a modem, a Web browser with 128 bit encryption and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your home computer, modem and software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer and related equipment.

## **===== CONSUMERS LIABILITY FOR UNAUTHORIZED TRANSFERS; ADVISABILITY OF PROMPT REPORTING AND TELEPHONE NUMBER AND ADDRESS FOR NOTIFICATION =====**

Tell us at once if you believe: your TEG FCU Online Banking password has been lost or stolen; that someone has transferred or may transfer money from your account without your permission; that your account has been compromised in some fashion; or that any other unauthorized electronic fund transfer has been or may be made. You agree to immediately call us at 845-452-7323 or write us at TEG Federal Credit Union, 1 Commerce Street, Poughkeepsie, NY 12603.

Telephoning is the best way of keeping your possible losses down. If you believe your TEG FCU Online Banking password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can establish we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your monthly statement from us shows transfers or transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the entire amount of the transaction if we can establish 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 period.

When you contact us to report an unauthorized transaction, you will be required to tell us your name and account number, describe the error or the transfer you are unsure about, explain as clearly as you can why you believe it is an error or why you need more information and 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 ten (10) business days after we hear from you and will correct any error promptly. However, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds 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 your written statement within ten (10) business days, we may not re-credit your account. We will tell you the results of our investigation within three (3) business days after we finish our investigation.

## ===== FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS =====

If we do not complete a transfer to or from your account on time and in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. By way of example we will not be liable if:

- Through no fault of the Credit Union, you do not have enough money in your account or sufficient collected funds to make the transfer;
- You used the wrong access code or you have not properly followed any applicable computer, internet access, or our user instructions for making transfer and bill payment transactions;
- The system was not working properly and you knew about the breakdown before you started the transfer;
- The system is unavailable due to system maintenance;
- Circumstances beyond the control of the Credit Union (such as fire, flood, computer or telephone system malfunction) prevent the transfer despite reasonable precautions we have taken;
- The transfer would violate another agreement between you and the Credit Union;
- Your account is "frozen" because of a court order or your password has been reported lost or stolen;
- The transfer would cause your line of credit loan or other loan to exceed the approved limit or if you are delinquent on any loan payments;
- Your monthly transfer limits under Reg D have been reached. See our limitations on transfers in the All About Your Accounts disclosure on our Web site at [www.tegfcu.com](http://www.tegfcu.com);
- You have not given us complete, correct and current instructions to process a transfer or bill payment;
- The error was caused by a system beyond our control, such as your Internet Service Provider;
- You do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
- We make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt or;
- There are other reasons preventing us from processing your transaction as you instructed.

## =====ACCOUNT TO ACCOUNT FUNDS TRANSFER SERVICES=====

### **Regulation D Transaction Limit on Money Market Accounts**

During any calendar month, you may not make more than six (6) transfers from any money market account to your other accounts or to a third party by means of an online transfer or other preauthorized electronic funds transfer, automatic transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile or transfer initiated through automated telephone response service. This limitation does not apply to transactions conducted at ATMs, in person or by mail. Internal transfers to make payments to your loan accounts and requests for withdrawals by check made payable to you are also excluded from this limitation. Federal law provides that if you continually violate these limits, TEG FCU may be obligated to close your account.

### **Sending Funds Transfers**

You may subscribe to certain services such as external transfer requests for ACH system funds transfers which will move money from another financial institution into your Credit Union account or from your Credit Union account to another financial institution.

### **Transaction Limits**

There is a total transaction limit of \$5,000 per day, per account.

### **Amending or Cancelling Transfer Requests**

You may not amend or cancel a transfer after you have confirmed it.

### **Inconsistency of Name or Number**

The receiving financial institution may make the deposit to the beneficiary account based solely on the account or other identifying number, even if the name on the transfer request differs from the name on the account. We, or an intermediary financial institution, may send a transfer request to an intermediary financial institution or the beneficiary financial institution, even if the transfer request indicates a different financial institution's name.

### **Sending Transfer Requests**

We may select any intermediary financial institution, funds transfer system or means of transmittal to send your funds transfer. Our selection may differ from that indicated in your instructions.

### **Errors or Questions about your Transfer Requests**

We notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically. You must notify us immediately if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 60 days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this 60-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

### **Notice of Funds Transfer**

We notify you that we have received funds transfers by listing them on your account statement. Statements are sent by mail and are also available in TEG FCU Online Banking under eStatements. We are not obligated to send you a separate notice of each incoming funds transfer. We generally do not provide such separate notices. We are not obligated to pay you interest for the period before the transfer is received. If you are expecting a funds transfer and want to find out if it has been credited to your account at Credit Union, log into Online Banking or contact us at 845-452-7323.

### **ACH Debits and Credits**

Upon your request, originators that you authorize may send Automated Clearing House (ACH) credits and debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

## **===== THIRD PARTY TRANSACTIONS =====**

We will not disclose any information to third parties in regard to your accounts, your balances, or any transactions made with the exception of: a) when it is necessary to complete the transaction; b) when it is in compliance with applicable law, government agency or court orders; c) when the third party needs to verify the existence or condition of your account when it is lawful to do so; d) when you give us written permission or; e) to business partners when deemed necessary to provide competitive products and services to our members.

## **===== ACCOUNT AGREEMENTS =====**

In addition to this Agreement, you and TEG agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of the Online Banking service or the Bill Pay service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

## **===== CHANGE OF TERMS =====**

The rules and regulations governing the operating procedures may be revised or amended by the Credit Union at any time and every effort will be made to notify the membership before such change.

Subject to any notice required by law, we reserve the right to change any of the terms of the electronic funds transfer services described in this disclosure and/or terminate your right to use TEG FCU Online Banking at any time, for any reason. Prior notice may not be given if an immediate change is necessary to (a) protect the security of your account (b) prevent loss to the Credit Union, (c) protect the electronic funds transfer systems. Use of the service is subject to existing regulations and any future changes in those regulations.

## **===== APPLICABLE LAW =====**

This agreement shall be construed and interpreted in accordance with the laws of the state of New York, except to the extent that federal law applies. It is also governed by the bylaws of the Credit Union, and local clearing house rules as amended from time to time.

## **===== TERMINATION OF ELECTRONIC FUNDS TRANSFER SERVICES (EFT) =====**

You may terminate this Agreement or any EFT service under this agreement at any time by notifying the Credit Union in writing and ceasing to use your password. The Credit Union may also terminate this Agreement at any time without prior notice by notifying you orally or in writing. We may also program our computer not to accept your password for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

## **===== ENFORCEMENT =====**

In the event either party brings legal action to enforce this Agreement or collect overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

Access to the TEG FCU Online Banking system is subject to Credit Union approval, and the online service subject to withdrawal, suspension or termination by the Credit Union at any time, without prior notice to you. By your use of the TEG FCU Online Banking system you are acknowledging your agreement to the terms and conditions set forth in this disclosure, and agree to indemnify and hold the Credit Union harmless from any and all loss, cost, expense or damage stemming from your use or misuse of the TEG FCU Online Banking system, and any harmful computer code introduced by you into any Credit Union systems.

## **===== USER PRECAUTIONS =====**

As with all financial transactions, please exercise discretion when using the TEG FCU Online Banking system. The following suggestions may be helpful:

- Compare your records with the account statements you receive.
- Carefully read account information displayed on-screen and compare it with your records and account statements.



- Protect the secrecy of your password. Do not tell anyone your password. Do not write your password where it can be discovered. For example, do not keep a note of your password in your wallet or purse, or on or near your computer.
- Prevent others from seeing you enter your password by using your body to shield their view.
- Do not leave your PC or mobile device unattended while you are in the Online Banking site.
- Do not allow your Internet browser to store your Online Banking User ID or Password
- Do not send privileged account information (account number, Password, etc.) via any public or general e-mail system.
- Protect your computer by installing antivirus software of your choice. Keep your antivirus software up to date.

If your password is compromised, promptly notify us. You should consult the electronic funds transfer disclosures for additional information about what to do if your computer or password is lost, stolen, or misappropriated.

## ===== ELECTRONIC DISCLOSURE CONSENT =====

You agree that we may provide in an electronic format all disclosures, notices, communications, terms and conditions and amendments thereof related to Online Banking and Bill Pay services. Disclosures that we may provide in an electronic format include, but are not limited to, the following: monthly account statements, deposit account disclosures, changes in account terms, notice of fee changes, and privacy notices.

### **How to Obtain Electronic Disclosures (E-Disclosures)**

- A. We will always post the most current Online Banking and Bill Pay Agreement on our Web site or within our Online Banking Service. If any amendment to these agreements results in an adverse effect upon our customers, we will provide at least 30 days prior notice.
- B. We may also send customers an e-mail that tells you where disclosures and/or account statements can be viewed on our Web site. In the future, we may also send certain disclosures as an e-mail or message attachment.
- C. You may download or print electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies to your hard drive or other media for viewing and printing at a later time.

### **System and Equipment Requirements**

- A. Prior to accepting electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access and retain documents and disclosures in an electronic format. You will need:
  1. Internet access.
  2. An Internet browser that can support 128-bit encryption.
  3. The ability to view an Adobe Portable Document Format (PDF) file.
  4. A printer connected to your computer or Internet enabled device to print or download disclosures.
  5. Sufficient hard-drive space or other media (e.g., CD) if you plan to save disclosures in an electronic format.
  6. An external e-mail address.
- B. We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the disclosures we will notify you of these changes thirty (30) days in advance and provide you an opportunity to change your method of receiving disclosures (e.g., change to paper format vs. an electronic format) without the imposition of any fees.

### **Cancellation of E-Disclosures**

- A. If you want to cancel e-disclosures or change to a paper delivery format you must:
1. Send us a secure e-mail through the Secure Messaging section of our Online Banking service, or
  2. Call us at (845) 452-7323 or toll-free (888) 834-8255, or
  3. Inform us in person at any one of our offices, or
  4. Send us a letter via U.S. mail to:  
TEG Federal Credit Union  
1 Commerce Street  
Poughkeepsie, NY 12603

\*\*\*\*\*Please do not send confidential information to us through normal e-mail\*\*\*\*\*

- B. If you send us a secure message or write us a letter, please be sure to identify yourself and the accounts that you want withdrawn from electronic delivery authorization.

### **Address Changes**

- A. In order to provide electronic disclosures, we must maintain your current e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify TEG FCU of any changes to your personal contact information through any of the methods described above (under Cancellation of e-Disclosures), or you can update personal information in the User Options section of our Online Banking Service.

### **Acceptance of E-Disclosures**

- A. You agree to accept Online Banking and Bill Pay related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your e-mail address or if you no longer want to receive disclosures electronically.
- B. Upon completion of the registration process, we may send you an e-mail and ask you to confirm your e-mail address, and your ability to access electronic disclosures.

## **===== MOBILE BANKING SERVICE =====**

The use of TEG Federal Credit Union's (TEG FCU) Mobile Banking Services constitutes acceptance of this Agreement and Disclosures.

We may offer additional Mobile Banking services and features in the future. Any added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added or at the time of enrollment for the feature or service if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking service we offer without notice, except as may be required by Law.

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your TEG FCU account information, use bill pay, transfer funds between your accounts, deposit items remotely and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled in Online Banking.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking Service at any time.

Mobile Banking may not be accessible over some network carriers. In addition, the Mobile Banking Service

may not be supportable for all Devices. TEG FCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as (but not limited to) data outages or "out of range" issues.

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the instructions and agree that you will contact us directly if you have any problems with Mobile Banking.

We may modify the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you will be notified prior to implementation of modifications. You are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other credit union product accessed through this Mobile Banking service is also subject to the Account Agreements and Disclosures provided at time of account opening and available on our web site at [www.tegfcu.com](http://www.tegfcu.com). You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

### **Permitted Mobile Banking Transfers**

You may use the Mobile Banking Service to transfer funds between your eligible TEG FCU accounts. You may not transfer to or from an account at another financial institution using our Mobile Banking Service.

Federal regulation (Reg. D) requires financial institutions to limit the way withdrawals may be made from a money market account. Each transfer from a money market account using Mobile Banking is counted as one of the six limited transactions permitted during each monthly statement cycle period, as described in the All About Your Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our discretion.

### **Fees Charged for Mobile Banking**

Currently, TEG FCU does not charge fees for subscribing to or using Mobile Banking. However, we may assess fees (a) as described in the applicable product or Account Disclosure Statement or fee schedule (including applicable transfer fees), or (b) for products and services purchased online.

We reserve the right to institute or change fees for Mobile Banking by sending you prior notice.

### **Responsibilities**

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you will use to access Mobile

Banking. You understand that you are solely responsible to verify that items deposit using the Mobile Deposit Capture have been received by us.

### **Unavailability of Services**

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in our Mobile Banking Services are unavailable, you acknowledge that you can deposit an original check at our branches or through ATM that accepts your deposit, or by mail.

### **Security**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representations that Mobile Banking will be available for use in locations outside of the United States.

### **Conduct**

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

### **Indemnification**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless TEG FCU its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Mobile Banking.

### **Lost or Stolen Mobile Device or Password; Unauthorized Transfers**

If you believe your Mobile Device, user name (User ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at (845) 452-7323. For a description of your and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of your account's Deposit Agreement.

### **In Case of Errors or Questions about Your Account**

Please refer to the Deposit Agreement given at account opening for a description of the error resolution process as well as how transfer and deposits are processed on your account. If you need a copy of the agreement or have additional questions regarding Mobile Banking Services, please contact our Member Service Department by using one of the following methods:

- Telephone toll free at (888) 834-8255 or locally (845) 452-7323
- Send a secure message directly from your TEG FCU Online Banking account
- TEG Federal Credit Union  
1 Commerce Street  
Poughkeepsie, NY 12603

## =====Mobile Deposit Capture Agreement=====

Check deposits to your TEG FCU account may be made remotely using your smart phone or tablet device by submitting an image of the front and back of a check.

### Service and Service Terms

The following terms and conditions apply to TEG Federal Credit Union's (TEG FCU or Credit Union) MOBILE CHECK DEPOSIT CAPTURE SERVICE (Service) that the Credit Union may provide to Member. Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of the Credit Union's Deposit Account Agreement and applicable service terms are incorporated into this Agreement by reference. In case of any conflict between this Agreement and your other agreements with Institution, specific provisions regarding mobile check deposit capture services in this Agreement control over general provisions.

### Services

The Credit Union's Mobile Check Deposit Capture Services ("Services") are designed to allow you to make eligible item deposits to your TEG FCU checking, savings, or money market savings accounts using a current iPhone, iPad or Android mobile device to transmit item images and deposit information to us. Once accepted, your eligible items will be either processed electronically or converted to substitute checks based on the information you provide. There is currently no charge for the Services. We reserve the right to impose charges for the Services in the future.

**Overview and definitions.** This Agreement states the terms and conditions by which the Credit Union will deliver to Member, the Service, as described below.

- **"Member"** means a person that has a membership with the Credit Union.
- **"Member Agreement"** means collectively the TEG FCU Deposit Account Agreement and any other account information provided to you by us from time to time.
- **"Business Day"** means any day which the Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or the Credit Union holidays.
- **"Deposit Account"** means your TEG FCU checking account, savings account, or money market savings account.
- **"Eligible Account"** means any TEG FCU Deposit Account that meets our eligibility criteria and has been enrolled in the Services.
- **"Eligible Device"** means any mobile device with a camera acceptable to Credit Union, which provides for the capture of images from original items and for transmission through a clearing process.
- **"Eligible Item"** means a check that is payable to you, and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and TEG FCU's deposit guidelines. Acceptable items include personal checks, government checks, business checks, money orders, traveler's checks and cashiers or certified checks drawn on a US financial institution and in US funds. It is understood that Member will only be transmitting electronic images of the front and back of items. In order for an item to be processed for deposit, it must be properly endorsed in the proper location on the back of the item and signed by the payee.

#### The following are **not** Eligible Items:

- Checks payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks (checks lacking the original signature of the person authorizing the check);
- Substitute checks (paper checks/items created from an electronic image);
- Checks in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);

- Checks previously returned unpaid for any reason;
  - Checks that are postdated or more than six (6) months old;
  - Checks drawn on a foreign financial institution or payable in a foreign currency;
  - Checks you suspect may be fraudulent or not properly authorized;
  - Checks exceeding the Deposit Limits set forth below;
  - Checks not acceptable under the terms of your Membership Agreement.
- **"Item"** has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Services shall be deemed to be an "item" within that UCC definition.
  - **"Substitute Check"** means a paper check or item created from an electronic image in accordance with Federal Reserve Regulation CC.
  - **"Service"** means the specific Mobile Check Deposit Capture Service provided by the Credit Union. The Service shall be provided for items received with a consumer or business purpose being deposited into an account at the Credit Union.
  - **"Service Start Date"** means the date that the Service is first utilized by the Member.
  - **"Technology"** means the Credit Union's or its subcontractor's deposit capture applications and processes designed to facilitate the electronic clearing of Items. Said applications are accessed through mobile devices with cameras, utilizing software and hardware provided by or acceptable to Credit Union, and are proprietary access points to payment processing networks and systems used to complete the clearing of items. Technology may include but is not limited to Member service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by the Credit Union or its subcontractors and used in the provision of Services hereunder.
  - **"Access Systems"** means all services, hardware, software and other technology (including high speed Internet access service) necessary to access the Service.
  - **"Subcontractors"** means any third party service provider of the Service.
  - **"Term"** shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

## **Member Obligations And Suspension of Service**

**Hardware, Software and System Requirements.** In order to utilize the Service, Member must have the following hardware and software with the indicated specifications:

- Mobile device with a camera or functionality capable of capturing and transmitting images. (for mobile deposit)

**Member Responsibilities.** To access your account(s) with the Credit Union, Member must have an eligible account with the Credit Union, and have an established high speed Internet connection and e-mail address. When using the Service, Member shall provide, at Member's sole cost and expense, all access systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Access Systems. The Member is responsible for providing a valid e-mail address.

The Credit Union is not responsible for any error or failures from any malfunction of any access systems, and the Credit Union is not responsible for any virus or related problems that may be associated with the access to or use of the Service. The Credit Union does not guarantee that the Service will be compatible with all mobile devices. Further, the Credit Union does not and cannot control the flow of data to or from the Credit Union's network, its service provider's networks or other portions of the Internet. Accordingly, the Credit Union cannot guarantee that Member's connection to the Internet will not be impaired or disrupted, and the Credit Union hereby disclaims any and all liability resulting from or related to such events.

**Withdrawal of Access/Suspension of Service.** The Credit Union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion, without notice if the Credit Union believes Member is in breach of this Agreement or otherwise using or accessing the Service in a manner inconsistent with the terms and conditions hereof. Further, the Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

**Handling of Transmitted Items.** Member shall be responsible for safekeeping and destruction of original items which are photographed, transmitted electronically and deposited using the Service and indemnifies and holds the Credit Union harmless from any liability with respect to (i) the safekeeping, use or destruction of the original items after they are scanned, transmitted and deposited electronically using the Service, or (ii) for any items being submitted for deposit or presented for payment more than once. There are no laws or regulations that state how long original items should be retained prior to destruction, therefore, retention timeframes are set at the Member's discretion. However, we suggest that you securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you safely destroy the original check

**Account Statement Examination.** Unless Member notifies the Credit Union of any errors to deposits made through the Service within 60 days after the applicable account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct.

**Processing of Items.** Images of items transmitted by Member are not considered received by the Credit Union until Member has received an electronic confirmation of the receipt of the deposit from Credit Union. However, receipt of the confirmation from the Credit Union does not mean that the transmission was error free or complete. Items transmitted by the Member and received by the Credit Union or its subcontractors by 4:00 p.m. Eastern Standard Time (EST), Monday through Friday, shall be credited to the Member's applicable account on the same Business Day. Items received by the Credit Union after 4:00 p.m. EST on any Business Day shall be credited to the Member's applicable account on the next successive Business Day.

**Image Quality.** Each image transmitted to us using the Services must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

**Endorsement Requirement.** Prior to imaging any item through the Services, you are to endorse the back of the original item, using black ink, with your signature and "Mobile Deposit only to TEG FCU account # \_\_\_\_\_". Failure to do so will cause the deposit to reject during processing.

**Funds Availability.** The total deposited funds in a single day will be placed on a two-day hold with \$200 available immediately. Any crediting of the Member's account for items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored items will be returned as an image of the original or as a substitute check. Any dishonored item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.

**Deposit Limits.** You may deposit up to five checks per day with a total deposit limit of \$3,000 per day, per account.

**Fees:** Please refer to the Credit Union Fee Schedule.

**You agree, warrant and represent that you will:**

- Ensure that all information you provide the Credit Union is accurate and true.
- Use only eligible devices to access the Services.
- Endorse all items for the Services as instructed above.

- Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Services.
- Use the Services only for eligible items as defined above and that meet our image quality standards.
- Comply with this Agreement and all your Credit Union agreements, as well as all applicable rules, laws and regulations.
- Indemnify the Credit Union against and hold us harmless from any loss arising from your breach of any part of this Agreement.

**You agree that you will not:**

- Transmit duplicate items, or transmit any individual item or its image more than once.
- Make deposits in excess of the Deposit Limits stated in this Agreement for the Services.
- Re-deposit or re-present any item or image previously transmitted through the Services.
- Transmit any checks, items or images that are not eligible items or related deposit information.

**You agree that we will:**

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an eligible item, without liability to you.

**You agree that we will not:**

- Have any obligation to process any non-eligible item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Services, or any damages that might arise therefrom.
- Be responsible for unavailability of the Services or any damages that might arise from unavailability.

**Warranties and Disclaimers**

Member shall not use the Service in any way that could potentially harm Credit Union's network or sites, or the network or sites of its third party service providers. Member shall not nor shall they permit or assist others to abuse or fraudulently use the Service. Member shall not use the Service in any way that: (i) transmits any item or other materials via the Service that is deceptive or fraudulent; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing banking and criminal activity); (iii) transmits or distributes any viruses, worms, time bombs, Trojan horses, or other destructive software of devices; (iv) attempts to break or circumvent security, or in fact, breaks or circumvents security of any computer network of Credit Union, its subcontractors or service providers.

**Disclaimer.** The Credit Union warrants that the Service shall be performed in a work person like and professional manner consistent with banking industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND the Credit Union HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE CREDIT UNION NOR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE SERVICE, WHETHER CAUSED BY THE CREDIT UNION, ITS SUBCONTRACTORS OR SERVICE PROVIDERS, AS WELL AS MEMBER'S USE OF THE SERVICE, EQUIPMENT, SCANNERS, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL THE CREDIT UNION OR ANY OF ITS SUBCONTRACTORS OR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT



OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE, EQUIPMENT OR SOFTWARE USED BY THE MEMBER OR CREDIT UNION IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT, CAMERAS OR SOFTWARE.

**Termination**

The Credit Union may immediately terminate the Service or any portion of the Service if the Credit Union determines that such Service or portion of any Service is in violation of this Agreement, any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of emergency or to safeguard Credit Union's accounts, networks or systems, the Credit Union shall give written notice of such termination or access limitation, which may be given by Internet secure message, or sent to you at the address shown on our records, or sent to you by electronic mail message (e-mail). Member may terminate the Service with notice to the Credit Union in person, by phone, written notification through postal mail or by electronic mail message (e-mail). No minimum time is required by the member for notification to Credit Union.

**Miscellaneous Provisions**

**Notices.** Member agrees that any notices required or permitted under this Agreement may be given electronically.

**Governing Law.** This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the State of New York.

**Subcontractors.** The Credit Union may use third party service providers to provide some or all of the Service under this Agreement on behalf of Credit Union.

**Amendments.** Unless applicable law provides otherwise, this Agreement may be amended by notice sent electronically or by mail to Member at Member's last address known to the Credit Union to be effective not less than thirty (30) days after the day transmitted or mailed. The Credit Union shall not be bound by any modification of this Agreement unless the Credit Union expressly agrees to the modification in writing. Member shall have the right to terminate the Agreement prior to the effective date of the amendment. By choosing to continue using the Service, Member will accept the amendments. This Agreement supersedes all prior agreements and amendments.

**Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all existing agreements and all other related communications, written or oral.

**=====BILL PAY SERVICE=====**

**Using the Service**

The Credit Union Bill Pay Service allows you to schedule bill payments through TEG FCU Online Banking. You can arrange, at your choosing to pay current, future and recurring bills from your checking account. There is no limit to the number of payments that may be authorized. However, you are limited to a single one-time payment and a single recurring payment to be sent to each payee on the same day. We are unable to process any payments to federal, state, or local tax agencies.

By furnishing us with the names of your designated payees/merchants, their addresses, and other necessary information, you authorize us to follow the payment instructions to these payee/merchants that you provide us via TEG FCU Online Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf, from the funds in your checking account, on the day you have instructed them to be sent ("Payment Date"). However, we shall not be obligated to make any such payment

unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments will be withdrawn from your account ON THE DAY the payment is scheduled TO BE SENT TO THE PAYEE. We reserve the right to not make any or all of the payments you have specified in the event that your account does not have funds to cover ALL the bill payments you have instructed us to make.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 4 PM (Eastern Standard Time), on the day prior to the Payment Date, by using the CANCEL PAYMENT function on the Schedule Payments page within **online banking** or by calling Credit Union Member Service at 845-452-7323.

**NOTE:** Any payments made with Bill Pay require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment to allow the payee time to receive it. PLEASE FOLLOW THE INSTRUCTIONS FOR SCHEDULING PAYMENTS ACCORDING TO THE REQUIREMENTS DEFINED FOR EACH PAYEE.

If the Credit Union does not properly complete a bill payment on time or in the correct amount even though you scheduled the payment according to the payee's instructions, we will pay any late fees or finance charges as long as your account was in good standing with the merchant prior to this incident. We will also be liable to you if we fail to stop a payment pursuant to your timely and properly received order to do so as described above.

The Credit Union shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, the Credit Union will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals or transfers from the payment account; if the payment account is closed or frozen; or if TEG FCU Online Banking, or any part of the electronic fund transfer system is not working properly at its payment date. The Credit Union will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay.

### **Termination**

The Credit Union reserves the right to terminate your use of Bill Pay or this service at any time. If Bill Pay is inactive for a period of six (6) months, the Credit Union will discontinue Bill Pay service.

If, for any reason, you should ever wish to cancel TEG FCU Online Banking, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using TEG FCU Online Banking or by calling Credit Union Member Service at 1-845-452-7323. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

### **Bill Pay Fees**

There is no monthly service fee for Bill Pay.

### **Joint Membership**

The terms of this Online Access Agreement extend to all signers on the account subject to access under this agreement even if they do not sign an application for TEG FCU Online Banking. To have a joint membership, all members must be joint signers on the checking account used for Bill Payment. Joint members share the same payee list, and are subject to the joint tenancy rules contained in the Account Disclosure Statement for that checking account. Accounts that require two or more signatures are not eligible to be used with Bill Pay.

