



## ONLINE BANKING AGREEMENT AND DISCLOSURE

When you log on to First Source Federal Credit Union's Online Banking service you agree to be bound by the terms of this Online Banking Agreement and Disclosure (referred to in this agreement as "Agreement and Disclosure"). Please read it carefully. If you and others you permit to use this service do not agree to the terms and conditions of this Agreement and Disclosure, you may not use Online Banking. You may print this Agreement and Disclosure or you may receive a copy of it along with other agreements that govern your accounts and services with us by contacting us through Member Services as shown below:

### Mail:

First Source Federal Credit Union  
Attn: Member Care Center  
4451 Commercial Drive  
New Hartford, NY 13413

### Phone: (Member Care Center)

(315) 735-8571 – Local  
(800) 735-8571 – Toll Free within the USA

### Email:

[membermail@fsource.org](mailto:membermail@fsource.org)

### Business Hours: (Excluding State and Federal Holidays)

Monday – Friday 9:00 A.M. to 5:00 P.M.  
Saturday 8:00 A.M. to 12:00 A.M. (except for our South Utica office)

## Online Banking Agreement and Disclosure

In this Agreement and Disclosure the words "you" and "your" mean an Online/Mobile Banking customer, and the words "we," "us," and "our" mean First Source Federal Credit Union (Credit Union). The word "account" means any account you have with us that is listed under your name and your tax Identification number. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

Your account(s) and the use of Online Banking are also governed by the Credit Union's Membership and Account Agreement, Electronic Funds Transfer disclosure, Truth In Savings disclosure and Funds Availability Disclosure which are provided to you when you open your account. You can also view these disclosures on our website at [www.fsource.org](http://www.fsource.org).

## General Information about Online Banking

Online Banking is a consumer electronic banking service that allows you to access account information, check balances, transfer funds, and, if you elect, pay bills on the Internet by using a personal computer (referred to in this Agreement and Disclosure as "PC") or a mobile access device. In order to use Online Banking, you must be a member of the Credit Union. Additionally, you will need a PC or mobile access device with Internet access with the latest browser version available through either Internet Explorer, Microsoft Edge, Safari, Chrome (preferred) or Firefox.

You can use your PC or mobile access device to access Online Banking any time, day or night, seven days a week. However, Online Banking may occasionally be temporarily unavailable due to Credit Union record updating or technical problems. Interruption of service or access caused by your Internet service

provider will also prevent your use of Online Banking. You are responsible for charges assessed by your Internet and wireless service providers and for your hardware, mobile access device, software and maintenance.

## **Electronic Communications**

You agree to receive this Agreement and Disclosure and any and all disclosures or Notices required by federal and state law and regulation and all other communications, electronically to the e-mail address you designate in your User Options. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication sent to you by us will be considered received within three (3) calendar days of the date sent by us to the e-mail address you designate in your Contact Settings, or via our Secure Messaging widget located within the Online Banking Service, regardless of whether you log on to the Online Banking Service within that time frame. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail that you send. To the extent permissible under applicable law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such e-mail message. You should not rely on e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to us by calling our Member Care Center. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error.

## **E-mail**

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically via secure email by selecting the Message Center widget within Online Banking. You also agree to receive communications regarding your account, including change-in-terms notices regarding Online Banking, electronically and will not attempt to circumvent receiving any messages.

You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately (for example, if you need to stop payment on a check, to report a lost or stolen Debit/ATM card or to report an unauthorized transaction from one of your accounts). We will not take actions based on your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

***We will not send you e-mails requesting confidential information such as account numbers, PINs, Usernames or passwords.*** If you receive such an e-mail purportedly from us, do not respond to the e-mail and notify us by calling our Member Service Center.

## **Online Banking Access:**

### **Business Days**

You can use Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance. For transferring funds (deposits or payments) between your Credit Union account and a third party, the business days are Monday through Friday; and do not include Federal holidays.

### **User Access**

You are allowed access, and all available transaction capabilities, to your account(s) through Online Banking by entering the Username and password into the login screen from [www.fsource.org](http://www.fsource.org) via a desktop computer.

You may also access your account using your mobile device via the Credit Union mobile application or mobile device's internet browser. Each owner of an account will choose their own Username and

Password during the enrollment process for future access. The Username and Password will allow access, and all available transaction capabilities, to the accounts in which you are an owner.

You are solely responsible for (i) maintaining the confidentiality and security of your username, password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Software, services and your financial institution accounts, and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Software and services.

### **Security Procedures During Enrollment:**

#### **Create Username & Password:**

- Consumers: Upon your first login you will be required to select a new Online Banking username & password. Each must consist of at least eight (8) characters, contain at least one lowercase letter, at least one uppercase letter, at least one alphanumeric character and at least one number.
- Businesses: (Authorized signers) Upon your first login each authorized signer will be required to select a new Online Banking username & password. Each must consist of at least eight (8) characters, contain at least one lowercase letter, at least one uppercase letter, at least one alphanumeric character and at least one number.

You may change your password at any time by accessing the Security tab in the Settings section. For your protection, we recommend that you periodically change your password. You agree to take reasonable precautions to safeguard your username and password. You also agree to always exit Online Banking by clicking on "Logout" after using Online Banking.

**Security Question:** Upon your first login, you will be required to choose and answer five (5) security questions in order to help keep your account information secure.

#### **Fees and Service Charges**

Consumers: There is no charge for the use of Online Banking for consumers. The standard fees for deposit accounts will continue to apply as disclosed in our Consumer Fee Schedule. You are responsible for all Internet service fees that may be assessed by your Internet service provider.

There may be a monthly service fee for use of the Bill Payment Service. Please consult our Consumer Fee Schedule. The monthly service fees will be deducted from your checking account during each month.

The Consumer Fee Schedule can be found on our website at [www.fssource.org](http://www.fssource.org).

Businesses: There may be fees for the use of Business Online Banking Services. Please refer to the Business Fee Schedule which can be found on our website at [www.fssource.org](http://www.fssource.org) for more information.

#### **Online Banking Transactions**

Online Banking allows you to perform various account inquiries and transactions, as described in the Account Access and Bill Payment sections below. All bill payments and transfers are subject to the terms and conditions of the account being accessed. We are not required to complete a transfer from any account if you do not have sufficient available funds in that account, free of legal restrictions. All bill payments and transfers are subject to the terms and conditions of the account being accessed. You can also use Online Banking to obtain electronic credit advances from your Home Equity Line of Credit up to your available credit line.

The Federal Reserve Bank Regulation D limits the number of transfers and check withdrawals from savings accounts. For savings and money market accounts, you may make up to six (6) transfers or withdrawals by means of a preauthorized, automatic, computer transfer, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or

transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. Transfers from savings and money market accounts made through Online Banking are counted against the permissible number of transfers.

### **Account Access:**

#### **Account Summary**

Online Banking is an online, real-time system that will show up-to-the minute account activity. Occasionally, the balance figure in your accounts may not reflect your most recent transactions due to Credit Union record updating or systems downtime. Also, the available balance figure may include funds that may not be immediately available for withdrawal.

#### **Account Transfer**

You may transfer funds electronically between your consumer accounts at the Credit Union. (All accounts must be in your name and tax Identification number.) You may transfer available funds provided there are no other holds on the accounts. You cannot transfer to or from a term share certificate.

Upon completion of a transfer using Online Banking, you will be given confirmation. You should print the confirmation screen of your payment to keep for your records.

#### **Member to Member Transfer**

Member to Member transfers allow you to transfer money out of accounts in which you are an owner to Credit Union accounts in which you are not an owner of via Online Banking. Transfers between accounts cannot be cancelled or changed once it has been confirmed and submitted.

#### **Transferring Funds**

Transfers must be made in accordance with the terms of this and any other applicable account agreements and disclosures. The transfer feature described here applies only to transfers initiated through the Online Banking Service. It does not cover transfers made through a branch or our telephone system.

You acknowledge and agree that you are responsible for all transfers and payments you make using Online/Mobile Banking and for paying any and all late charges and penalties. You also acknowledge and agree that you are responsible for any transfer or payments made by a person with possession of your Username and Password, even if that person exceeds your authorization. You agree that we may comply with Transfer or Payment Instructions entered by any person using your Username and Password, subject to the terms set forth more fully below in the Unauthorized Users section of this document.

Subject to some limitations based on account type or designation as business or consumer, funds may be transferred:

- Between your eligible Checking, Money Market, Savings, and Loan accounts using the Transfers widget.

All such transfers are effective immediately when you complete and submit the Transfer online, with the exception of VISA payments which post within two business days.

### **Bill Payment**

#### **Registration Process**

To begin using the Credit Union Bill Pay service, you must enroll online by selecting the Bill Payment button from within Online Banking or with a mobile access device. You will be prompted to Accept the "Bill Payment Terms of Agreement and Disclosure" to complete registration. Once this is completed the Bill Pay service is activated and available for use; please refer to the "Bill Payment Terms of Agreement and Disclosure" for information regarding how to use Bill Pay, disclosure, limitations and terms and conditions.

### **Statements**

You will be sent a monthly statement, either through electronic delivery or delivery of the United States Postal Service, covering all of your account transactions for your account(s). *To receive statements electronically please enroll online to consent to E-Statements.* Your Online Banking bill payments and transfers will appear on your statement. You agree to review your monthly statement activity promptly. If your monthly statement shows transfers or payments of funds that you did not make, you must tell us at once. You also agree to tell us promptly about any change in your address or email address, so that we may send your monthly statements to your correct address or email address. Please refer to the "Membership and Account Agreement" that you received at account opening for further information on your responsibility with respect to statements.

The "Membership and Account Agreement" can be found on our website at [www.fsource.org](http://www.fsource.org).

### **Security Procedures**

You must enter your Username and Password, PIN or biometrics (facial or thumbprint) at the start of every Online Banking session. Your Username and Password are confidential, and you are responsible for safekeeping them. You agree not to disclose or otherwise make your Username or Password available to anyone not authorized to withdraw funds from your account.

- You are responsible for all of the activity and transactions on your accounts, including those performed by others who are in possession of your Username and Password. For example, if you permit another person(s) to use your Username and Password to access Online Banking, you are responsible for any transaction you authorize from your account.
- You acknowledge that if you share their Username and Password with a non-owner, they will have full electronic access to all of the related accounts under your Credit Union Account Number.

Your Online Banking transactions are private and secure as the latest technology was applied in creating the Online Banking security architecture. If you wish to learn more about Online Banking security, please visit our website at [www.fsource.org](http://www.fsource.org).

To protect the integrity and response time of the system, we may establish on-line time limits for each Online Banking session. The maximum time limit may change from time to time. Also, for your account safety, a "lock-out" feature will deny access to your accounts in the event there are too many invalid PIN or password attempts on the account.

### **Limit of Our and Other Providers' Responsibility**

We agree to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of your use of Online Banking.

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

- Through no fault of ours, you do not have enough money in your account(s) to make the transfer or payment;
- The transfer would go over the available credit limit on your Home Equity Line with us;
- 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;
- The payee does not process your payment correctly or in a timely manner;
- A court order or legal process prevents us from making a transfer or payment;
- Circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods;

- You do not give proper, complete or correct instructions for the transfer or you do not follow the procedures in this or any other agreement with us for requesting a transfer;
- The U.S. Postal Service causes a delay;
- You have previously reported your account or password lost or stolen or we have canceled your password and/or the use of Online Banking;
- We have reason to believe that you or someone else is using your Online Banking account for fraudulent or illegal purposes; or
- You default under any agreement with us or if you or we terminate this agreement; and
- The payee's address or account number changes.

If either you or we end your rights to use Online Banking, we will no longer have to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement and Disclosure for all your Online Banking transactions even if they occur or are completed after this Agreement and Disclosure is ended.

### **Your Liability for Unauthorized Use**

Tell us AT ONCE if you believe your Username and/or Password has been lost or stolen, or if they have been used, or may be used, without your permission. The Telephoning is the best way, if any, of minimizing your losses. Please use the telephone number and address shown in this agreement to contact us. Please refer to the "ELECTRONIC FUNDS TRANSFER AGREEMENT and DISCLOSURE - REG E" for specific detail of your liability for unauthorized use.

### **Errors or Unauthorized Electronic Transfers**

Please refer to the "Membership and Account Agreement" and the "Electronic Funds Transfer Agreement and Disclosure" (EFT) that you received at account opening for further information on your responsibility with respect to electronic transfers. If you believe there has been an error or you have a question about a transfer, please refer to the Billing Error Resolution notice in our EFT disclosure you received at account opening for instructions on what to report to us. Call or write to us if you have any questions. Please use the telephone number and address shown in this Agreement and Disclosure to contact us.

The "Membership and Account Agreement" and the "Electronic Funds Transfer Agreement and Disclosure" can also be found on our website at [www.fsource.org](http://www.fsource.org).

### **Terminating the Online Banking Agreement**

You may end your rights to use Online Banking by telling us in writing. We may end your rights to use Online Banking for any reason and at any time without telling you. You are considered inactive after 90 days of inactivity.

If more than one person is authorized to withdraw funds from your account or if another person uses Online Banking to access your account, we cannot stop that person from using Online Banking unless we end this Agreement and Disclosure. We are not responsible for notifying account holders of the status of this Agreement and Disclosure with their joint account holders.

If you end your rights to use Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your written notice. Once we have acted upon your notice, we will make no further transfers or payments from your account, including transfers or payments you have previously authorized. However, you must cancel any automatic recurring payments using Online Banking prior to closing your account, otherwise we may continue to make such payments.

If we end your rights to use Online Banking, we reserve the right to make no further transfers or payments from your account, including any transaction you have previously authorized.

If either you or we end your rights to use Online Banking, we will no longer have to complete any of your Online Banking transactions. You will remain obligated to us under this Agreement and Disclosure for all your Online Banking transactions even if they occur or are completed after this Agreement and Disclosure is ended.

### **Other Conditions**

You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit and credit accounts that you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this Agreement and Disclosure when due or if you do not comply with any of the other terms and conditions of this Agreement and Disclosure.

### **Change in Terms**

You agree to receive electronic notice of change in terms affecting your use of Online Banking. We will deliver the electronic notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure if the change would result in increased costs or liability to you or stricter limitations on transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

### **Proprietary Rights**

You acknowledge and agree that the Credit Union and its licensor own all rights to this Web site and the content displayed on the site. You are only permitted to use this content as expressly authorized by the Online Banking service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the technology, including, but not limited to, any java applets associated with the Credit Union's Online Banking service. Your right to use Online Banking is personal to you; therefore, you agree not to resell or make any commercial use of the service.

### **Governing Law**

The federal laws of the United States and the laws of the State of New York govern this Agreement and Disclosure unless otherwise required by federal or state law. Any issue relating to an account or service with us that you access through Online Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

### **Information Authorization**

Your enrollment in the Online Banking Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Online Banking Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau. Information obtained will be used by the Credit Union to verify information you provide us and to set limits associated with your use of the Online Banking Service. You agree that we reserve the right to obtain financial information regarding your account from a Payee or other financial institution (for example, to resolve payment posting problems or for verification). In addition, you agree that we reserve the right to verify any of the information you provide.

### **Assignment and Delegation**

You may not assign this Agreement and Disclosure, in whole or in part, or delegate any of your responsibilities under this Agreement and Disclosure to any third party or entity. Any such attempted assignment or delegation will not be recognized by us unless and until acknowledged by us in writing. We are not, however, under any obligation to give to you our written acknowledgment.

We may, in our sole discretion and at any time, assign this Agreement and Disclosure, in whole or in part, or delegate any of our rights and responsibilities under this Agreement and Disclosure to any third party or entity.

### **No Waiver**

No delay of or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement and Disclosure on any one occasion will constitute a waiver of that power, right, remedy or obligation on any later occasion. In any event, no such delay or waiver by us is effective unless it is in writing and signed by us.

### **Provisions Severable**

If any provision of this Agreement and Disclosure is held to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be treated as part of this Agreement and Disclosure. All other provisions of this Agreement and Disclosure will, however, remain in full force and effect.