



FIRST SOURCE FEDERAL CREDIT UNION
Transfers to Other Institutions Agreement
ACH Terms and Conditions

You may transfer funds to and from any of your accounts at any other Financial Institution referred to in this agreement as “Accounts”.

Please take a few minutes to read this “Transfers to Other Institutions Agreement” (referred to throughout as the “Agreement”). Any reference to transfers to other institutions will be referred to as “Service” throughout this Agreement. Any reference to First Source Federal Credit Union or the capitalized term Credit Union in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of First Source Federal Credit Union, which is also referred to in this Agreement as Credit Union. As used in this Agreement, the words “you” and “your” refer to you as the user of the Service; the words “we,” “us,” “our” and any other variation thereof refer to Credit Union. When you’re ready, click the “I Agree” box and the “Save” button to start enjoying the convenience of this service.

Acceptance of Terms

This Agreement sets out the terms and conditions (the "Terms") on which First Source Federal Credit Union and our service provider will provide and you may use the Service and forms which are a legally binding agreement between you and First Source Federal Credit Union. When you click on the “I Agree to accept the terms and conditions” button, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. If you do not agree to all of the Terms, do not accept the Terms & Conditions. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Credit Union reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, Credit Union will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, Credit Union reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement by accessing your online/mobile banking account. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, please contact the Credit Union to deactivate it. If you decide you would like to reactivate it you must also contact the Credit Union directly. Please contact the Credit Union following the contact information on page 5 of this disclosure under the “In the Event of Unauthorized Transfer” section.

Information Authorization

By clicking on the “I Agree to accept the terms and conditions” button, you authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

We and our service provider reserves the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent “money laundering” or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations



of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department. Once the test transfer is complete, we may ask you to access your external account to confirm the amount of the test credit or debit or any additional information reported by your bank with this test transfer.

Accounts

You understand that in order to complete external funds transfers, it is necessary for Credit Union and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to affect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit Credit Union and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to the Credit Union and our service provider a limited power of attorney and appoint the Credit Union and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once the Credit Union and/or our service provider has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Credit Union and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of the Credit Union and your use of the Service. The Credit Union will not be responsible for any acts or omissions by the Credit Union or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN the Credit Union AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, the Credit Union AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that the Credit Union, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER



INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE CREDIT UNIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for online money movement service. Be sure to check with your Credit Union for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

Electronic Communications

A. General Consent; Categories of Records. The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service. Any other communication related to the Service.

Although the Credit Union reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. Nonetheless, you may obtain a paper copy of this record and any electronic Communications at no cost using the "print" function of your software. You should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. All Communications in either electronic or paper format will be considered to be "in writing". If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

B. How to Withdraw Consent. If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

C. Delivery of Electronic Communications. Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when Credit Union or our service provider sends it to you, whether or not you received the e-mail. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than three (3) business days after Credit Union or our service provider posts the Communication on the pages of the Service, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by the Credit Union's or service provider's email server to the appropriate e-mail address. An electronic Communication made by posting to the pages of the



Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

D. Hardware and Software Requirements. In order to access and retain Communications, you must have:

- Access to the Internet through an Internet Service Provider.
- An Internet browser that supports 256-bit SSL encryption configured to run JavaScript. Your access to this page verifies that your system/device meets this requirement.
- For maximum performance, we recommend that you use the latest browser versions of Microsoft Edge, Safari, Chrome, or Firefox.
- The browser must be JavaScript enabled.
- A current e-mail address and e-mail software capable of reading and responding to your e-mail.
- A computer or mobile device, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer or mobile device or other data storage unit.
- A printer that is capable of printing from your browser
- and e-mail software.

You must have software which permits you to receive and access Portable Access Format or “PDF” files, such as Adobe Acrobat Reader or a similar Portable Document Format (PDF).

Authorization

You authorize us to select any means to execute your funds transfer instructions. You understand that to affect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts.

If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize First Source Federal Credit Union to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. Standard account fees as outlined in the Consumer Fee Schedule will be associated with such collection imposed by First Source Federal Credit Union. The Consumer Fee Schedule is available to review on www.fsource.org.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement.

Business Days

The Service will process requests for transfers on business days. Our business days are Monday through Friday. Federal Holidays are not included.

Fees and Charges

In the event of an insufficient or uncollected funds return and if we cannot collect the amount credited as a result of your use of the Service, we reserve the right to resubmit a debit, or a portion of the debit. To effect



this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. Standard account fees as outlined in the Consumer Fee Schedule will be associated with such collection imposed by Credit Union. In addition, there may be a fee associated with such collection imposed by the Financial Institution holding the Account.

Rejection of Transfers

We reserve the right to decline any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

Password/PIN

You are responsible for maintaining the confidentiality of your Credit Union Online Banking username and password. No one at the Credit Union has access to your passwords. You are responsible for uses of the Service whether or not actually or expressly authorized by you. Therefore, it is important that you **DO NOT SHARE YOUR USERNAME, PASSWORD OR PIN WITH ANYONE FOR ANY REASON**. No one at Credit Union will know or need to know your password or PIN, and Credit Union employees will never ask for your password or PIN.

In the Event of Unauthorized Transfer

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact us as soon as possible using the methods below:

- Phone – Contact the Member Care Center at
(315) 735-8571 OR toll-free 1-800-735-8571
 - Message Center – Login to Online/Mobile Banking and send a secure message by selecting the Message Center widget within Online Banking
 - In person – Visit a branch near you and speak to a Member Service Representative
- Mail - All notifications should be addressed to:

First Source Federal Credit Union
4451 Commercial Drive
New Hartford, NY 13413

Consumer Liability

You agree to notify us **AT ONCE** if you think your password has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission using your password or PIN. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen password and/or PIN and your password and /or PIN is used without your permission. You can see a complete statement of all your funds transfers affected or pending at any time by clicking on the History tab. If your statement shows transfers that you did not make, notify us **AT ONCE**.

For complete details of your liability refer to Our Electronic Fund Transfer (EFT) disclosure. You can access this disclosure in your online/mobile banking account via the Fees & Disclosure page <https://www.fsource.org-disclosures/consumer-fees-disclosures/>.



User Content

Subject to Credit Union's Privacy Policy, you agree that Credit Union may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to Credit Union for the purpose of providing the Service, and you hereby give Credit Union a license to do so. By submitting Content, you represent that you have the right to license such Content to Credit Union for the purposes set forth in this Agreement.

Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that Financial Institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Error Reporting and Claims

In case of errors or questions about your funds transfers, contact us AT ONCE using the methods below, if you think your statement is wrong or if you need more information about a transfer listed on the statement.

- Mail - All notifications should be addressed to:

First Source Federal Credit Union
4451 Commercial Drive
New Hartford, NY 13413

- Phone – Contact the Member Care Center at (315) 735-8571
- Message Center – Login to Online/Mobile Banking and send a secure message by selecting the Message Center widget within Online Banking
- In person – Visit a branch near you and speak to

a Member Service Representative

You can see a complete statement of all your funds transfers affected or pending at any time by clicking on the History tab.

(1) Tell us your name, and the account number of the Account to which the error relates. (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information. (3) 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 10 business days. We will determine whether we committed an error within 10 business days (20 business days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable Accounts within 10

business days (20 business days for new member accounts) for the amount you believe is in error, so that you or your intended Recipient will have use of the money during the time it takes us to complete our



investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit/debit the applicable Accounts.

We will tell you the results within three business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other Financial Institutions holding the Account. You understand that any such errors, delays or other problems are the responsibility of the relevant Financial Institutions. Any rights you may have against a Financial Institutions for such errors, delays or other problems are subject to the terms of the agreements you have with such Financial Institutions, including any time limits during which complaints must be made.

Proprietary Rights

You acknowledge and agree that the Credit Union and/or our service provider owns' all rights in and to the External Transfer Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Credit Union and/or our service provider's Service or any of the Credit Union and/or our service provider's services or technology.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Links To Third Party Sites

The Credit Union website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience to you. Credit Union does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Credit Union, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

Security Procedures

You understand that the Financial Institutions at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such Financial Institutions such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

Deviating from Security Procedures

You agree to allow us to authorize any Financial Institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to



time between you and such Financial Institution, or between us, on your behalf, and such Financial Institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such Financial Institution to charge and debit your accounts based solely on these communications.

Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant Financial Institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that the Credit Union and other Financial Institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

Joint Account Holder

In accepting the Agreement for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our online money movement Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Means of Transfer

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable Financial Institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned will be the property of the Credit Union.

Our Liability

If we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. The Credit Union is not responsible or liable if your system fails and we are unable to complete the transfer. Except as otherwise required by law, the Credit Union shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of the Credit Union hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your Financial Institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.



You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the Credit Union website was not working properly and you knew about the breakdown when you started the funds transfer.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT OUR TRANSFER TO OTHER INSTITUTION SERVICE IS PROVIDED "AS IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ONLINE TRANSFER TO OTHER INSTITUTION SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE TRANSFER TO OTHER INSTITUTION SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE FINANCIAL INSTITUTION WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE MONEY MOVEMENT SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ONLINE TRANSFER TO OTHER INSTITUTION SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE ONLINE TRANSFER TO OTHER INSTITUTION SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ONLINE TRANSFER TO OTHER INSTITUTION SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ONLINE TRANSFER TO OTHER



INSTITUTION SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S

TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless the Credit Union, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Transfer to Other Institution Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Credit Union account, of any intellectual property or other right of any person or entity.

Miscellaneous

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of Financial Institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Credit Union's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Credit Union's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website (www.fsource.org), including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of the Credit Union's rights waived, only if the Credit Union agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by Credit Union. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the secure Message Center widget within the Online Banking Service, at the Credit Union's discretion. All notices to the Credit Union must be made in writing. This Agreement is personal to you and you may not assign it to anyone.

The federal laws of the United States and applicable laws of the State of New York govern this Agreement unless otherwise required by federal or state law. Any issue relating to an account or service with us that you access through the Service 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. If any provision of this Agreement 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. All other provisions of this Agreement will, however, remain in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.

Service Changes, Discontinuation, and Termination

We may modify or discontinue the Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Credit Union and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Service.

You may un-enroll any account enrolled in the Service with First Source Federal Credit Union at any time by logging into your online banking and navigate to the Accounts tab located in the Settings widget. Scroll to the ACH Accounts and/or External Accounts sections and click the trash can icon next to the applicable account you wish to un-enroll.