

First New York FCU e-statement Agreement

1. Introduction. This Agreement specifically governs the First New York FCU e-statement service, and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement carefully. In this Agreement, the words "you", "your", and "yours" mean each and every one who utilizes First New York FCU's e-statement service. The words "we", "us", "our" and "Credit Union" mean First New York FCU. The words "the Service" refer to First New York FCU's e-statement service. The term "business days" is every Monday through Friday, excluding Federal holidays and other days that the Credit Union is legally closed.

You agree to be bound by all terms and conditions contained herein. You further agree to follow all instructions provided by the Service. You agree to abide by any terms or conditions which may be added because of future enhancements to the First New York FCU e-statement service. You understand that you must be a registered First New York FCU First OnLine user in order to enroll and participate in this service. This Agreement governs your use of the service and becomes effective upon clicking "I Accept" during registration

2. Services. Except as otherwise provided for herein, using your personal computer (PC) or other access device you can access your First New York FCU financial account statement electronically 24 hours a day, seven days a week through First New York FCU's First OnLine service using your unique username and password.

3. Agreement for receiving electronic disclosures and e-statement access. Under regulations set by the Federal Reserve Board, you are entitled to receive certain disclosures. Regulations provide that if you agree, the required initial disclosures may be delivered to you electronically. These disclosures may be communicated and delivered via e-mail or appear as notices directly on your e-statement. You should print a copy of each disclosure delivered, read it carefully, and retain it for your reference. **When you click the "I Agree" button upon registration, you agree to receive any First New York FCU disclosures electronically.**

You agree to receive your periodic First New York FCU financial account statement electronically in place of a paper statement sent via US mail to your address of record. You further agree to provide an accurate e-mail address and phone number for SMS text messages to First New York FCU for the monthly notification of statement availability and daily notification of notice availability. Failure to update your e-mail address or phone number prior to the next statement cycle date may result in notification of the e-statement availability to be delayed or undeliverable. The e-mail address and phone number you provide is utilized to notify you of statement and notice availability. First New York FCU will not disclose your personal information to third party companies (Please refer to First New York's Privacy Notice for more information). Regardless of notification of availability, your e-statement will be provided to you via First OnLine no later than the paper statement rendering for the current statement. To change your e-mail address, log onto First New York FCU First OnLine and select the "My Settings" button located above the menu bar which appears across the top of page. You may request a printed copy of your statement from First New York FCU at any time. Applicable fees may apply. Your statements will be available from First New York FCU's First OnLine Service for 24

months from the date of the statement.

You may opt out of e-statements at any time. See 10. Termination of Agreement and Service for more information. Access to your e-statement history and future e-statements will terminate immediately. Should this service be deactivated by either you or First New York FCU, you will be provided with your periodic statement in paper form via US mail to your address of record.

4. Issuance and confidentiality of your unique username and password You are provided with an initial password for use with First New York FCU's First OnLine and are required to choose a new password once the account is activated. Your password is confidential and should NOT be disclosed to others or recorded on documents. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your account. If you fail to maintain security of your password and First New York FCU suffers a loss, we reserve the right to terminate service to you under this agreement, as well as to terminate other Credit Union deposit and loan services. First New York FCU will not be responsible for any losses you suffer due to your failure to maintain the security of your password. Users of the service should use such other password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. To help safeguard your security, you should change your password frequently. If you forget your password or your system access is disabled due to the use of an incorrect password, you may contact First New York FCU at 518-393- 1326, press "2", to have your First OnLine account reset or use the automated Reset Your Password functionality. We reserve the right to require written re-application for a reset of the account.

5. Error Resolution Notice. In case of errors or questions about your account or if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, call us at the 518-393-1326 or 1-800-734-7375 (outside the 518 area code), write to us at: First New York FCU, 2 Wall Street, Albany, NY 12205 or you can send us a secure email by selecting Contact Us on our home webpage at www.firstnewyork.org. We must hear from you no later than 60 days after we make the FIRST statement available to you online on which the problem or error appeared. Please provide the following information:

- a. Tell us your name and account number
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days or five (5) business days for VISA Debit Card point-of-sale transaction or 20 business days if the transaction involved a new account. After we hear from you and we will correct the error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question or 90 days if the transaction involved a new account, a point-of-sale transaction or a foreign-initiated transfer. If we decide to do this, we will credit your account within ten (10) business days or five (5) business days

for a VISA Check Card point-of-sale transactions or 20 business days if the transaction involved a new account, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of the authorized signers has an established account with us before this account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

First New York Federal Credit Union
Member Services
2 Wall Street
Albany, NY 12205
518-393-1326 or 800-734-7375

Loan Error Resolution – this notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet at the address shown above, as soon as possible. Include in your written statement:

- a. Your name and account number
- b. The dollar amount of the suspected error.
- c. Describe the error, and why you think it is an error, as clearly as you can or why you need more information.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we will either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that your payment is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse

to pay, we must tell anyone that we report you to that you have a question about your statement. We must tell you the name of anyone to whom we reported you as delinquent and we must let those organizations know when the matter has been settled between us. If we don't follow these rules, you do not have to pay the first \$50.00 of the questioned amount, even if your statement was correct.

If you have authorized us to pay your OPEN-END loan automatically from your share account, share draft account, or through payroll deduction, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

6. Fees and charges. There is currently no fee for this service. First New York FCU does not charge a fee for the use of our Mobile Banking and text messaging services. Depending on your phone carrier service, you may incur data or text messaging fees from your service provider if you opt to be notified of statement or notice availability via text message. Check with your mobile service carrier for more information. In the future, any fee changes will be reflected in the current schedule of fees available at any branch office and you will be notified of the change in fee in accordance with federal and New York State law.

7. Disclosure of account information to third parties. We will only disclose information to third parties about your account (a) in order to comply with government agency or court orders; or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (c) if you give us your written permission.

8. System unavailability. Access to the Service may be unavailable at certain times for the following reasons: (1) Scheduled maintenance - There will be periods when systems require maintenance or upgrades; (2) Unscheduled maintenance - service may be unavailable when unforeseen maintenance is necessary; or, (3) System Outages- major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, that may cause system unavailability. First New York FCU will make all reasonable efforts to ensure the availability of the service. However, First New York FCU is in no way liable for the unavailability of the First New York FCU e-statement service or any consequential damages that may result.

9. Other limitations of liability. You are solely responsible for the selection, installation, maintenance, operation and software of your personal computer or other access device. You are solely responsible for the security and personal data you have saved or stored on your personal computer or other access device. First New York FCU expressly disclaims any and all liability as relates to the improper use of your access device and the transmission of data. First New York FCU is not responsible for any errors or failures due to any malfunction of your personal computer, other access device or software, or unsuitability of your personal computer, access device or software, or any virus, or any problems that may be associated with the use of any Internet service. First New York FCU will notify you of any change to the software and hardware requirements needed to access the Services

within an acceptable period. If you do not agree to the changes required, you may terminate the service without charge.

10. Termination of agreement and service. You may cancel this Agreement and terminate your service with First New York FCU at any time by notifying First New York FCU either orally, in writing or by selecting the Opt Out option. The Credit Union may terminate its Service and this Agreement and Disclosure at any time by giving you advance notification via e-mail or US mail. First New York FCU reserves the right to deactivate member access to First New York FCU First OnLine and e-statement service for those who have not logged into the service for 91 consecutive days or more. Should this occur, you will no longer be eligible for the e-statement service and your account will revert back to paper statement production.

11. Indemnification and Severability. You agree to defend, indemnify and hold harmless the Credit Union and our Affiliates and Service Providers from any loss, damage, claim or demand (including reasonable attorneys' fees) made or incurred by any third party due to, or arising out of, your breach of this Agreement and/or your use of the Service.

You further agree that this Agreement is the complete and exclusive statement of the Agreement between you and the Credit Union and this Agreement sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. You also agree that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced

12. Governing law. This Agreement is made in New York State and shall be construed and governed by the laws of the state of New York, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

13. Amendments. This Agreement may be amended by the Credit Union at any time and at its discretion. You will receive notice of amendments as required by applicable law.