

## **SERVICE DEFINITIONS**

"Service or The Service or the "service" means Online Bill Payment, the bill payment service offered by Nassau Financial Federal Credit Union through iPay Solutions. "We, Our, Us, and the "Credit Union" mean Nassau Financial Federal Credit Union. "You" or "Your" means each member authorized to use the Service for a given account at the Credit Union. "Agreement (and sometimes "agreement," depending on the context)" means these terms and conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited. "Billing Account" is the checking account from which all Service fees will be automatically debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays. "Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day. "Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

This is Your bill paying agreement with Nassau Financial Federal Credit Union. You may use the Service to direct Nassau Financial Federal Credit Union to make payments from Your designated checking account to the Payees You choose in accordance with this agreement. This agreement is in addition to the All-In-One Disclosures and other documents in effect governing Your accounts with the Credit Union.

**Services: You may perform the following services:** Pay bills, send gift checks, send a donation.

Service Limitation: The aforementioned services are limited as follows:

### **Service Fees**

Any applicable fees will be charged regardless of whether the service was used during the business cycle. There may be a charge for additional transactions and optional services. You agree to pay such charges and authorize the service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit will continue to apply. You are responsible for any and all telephone access fees and/or internet fees that may be assessed by your telephone or internet service provider. Please consult our Fee Schedule which is available at <https://www.nassaufinancial.org/home/fiFiles/static/documents/fees.pdf> for a listing of the Credit Union's service fees.

How to Set Up Payees/Payments

Payees – If You want to add a new Payee, select the "Payee" tab located in the Service.

We reserve the right to refuse the designation of a Payee for any reason.

Payments – You may add a new fixed payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service.

You may pay any Payee within the United States (including U.S. territories and APO's / AEO's).

We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### **Payment Methods**

The Service reserves the right to select the method in which to remit funds on Your behalf to Your Payee. These payment methods may include, but are not limited to an electronic payment (e.g. through ACH) or a laser draft payment (funds remitted to the Payee are deducted from Your Payment Account when the laser draft is presented to Us for payment).

### **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service's application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. Please refer to Nassau Financial Federal Credit Union's Fee Schedules regarding any fees which may be applicable.

### **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service also may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If You desire to stop any payment that has already been processed, You must contact Member Services. Although the Service will make every effort to accommodate Your request, the Credit Union will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in our Fee Schedule

### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at Your own sole risk. In no event shall the Credit Union be liable for any claims and/or damages resulting from Your scheduling of these types of payments. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of You and not of the Credit Union.

## **The Bill Paying Process**

### **Business Days**

For purposes of this disclosure, our business days are Monday through Friday, excluding federal holidays.

Single Payments – a single payment will be processed on the Business Day that You designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Us, is currently 2 p.m. EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next Business Day. If You designate a non-Business Day as the payment's processing date, the payment will be processed on the first Business Day following the designated processing date.

### **Recurring Payments**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon Your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-Business Day, it is adjusted based upon the following rules:

If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day after the calculated processing date.

Note: If Your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

### **Single and Recurring Payments**

The system will calculate the Estimated Arrival Date of Your payment. This is only an estimate, so please allow ample time for Your payments to reach Your Payees.

### **Cancelling a Payment**

A bill payment can be changed or cancelled anytime prior to the cutoff time on the scheduled processing date.

If you told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 855-440-9662 to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these regular payments 3 business days or more before the transfer is scheduled (in accordance with the requirements of this Agreement and your other agreements with us) and we do not do so, we will be liable for your losses or damages.

### **Available Funds**

Our policy is to make funds from Your cash and check deposits available to You on the first business day after the day we receive Your deposit. Electronic direct deposits will be available on the day We

receive the deposit. Once the funds are available, You can withdraw them in cash and we will use them to pay checks that You have written.

For determining the availability of Your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If You make a deposit before close of business on a Business Day that we are open, we will consider that day to be the day of Your deposit. However, if You make a deposit after close of business or on a day We are not open, We will consider that the deposit was made on the next Business Day We are open. Please refer to our Truth in Savings disclosure at [https://www.nassaufinancial.org/home/fiFiles/static/documents/truth\\_in\\_savings\\_disclosure.pdf](https://www.nassaufinancial.org/home/fiFiles/static/documents/truth_in_savings_disclosure.pdf)

### **Your Liability**

You are solely responsible for controlling the safekeeping of and access to Your Password.

If You want to terminate another person's authority to use the Service that you have previously given such person, You must notify Us and arrange to change Your Password.

You will be solely responsible for any bill payment request You make that contains an error or is a duplicate of another bill payment.

We are not responsible for a bill payment that is not made if You did not properly follow the instructions for making a bill payment.

We are not liable for any failure to make a bill payment if You fail to promptly notify Us after You learn that You have not received credit from a Payee for a properly scheduled bill payment through the Service.

We are not responsible for Your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Our agent.

### **Failed or Returned Transactions**

In using the Service, You are requesting the Service to make payments for You from Your Payment Account. If We are unable to complete the transaction for any reason associated with Your Payment Account (for example, there are insufficient funds in Your Payment Account to cover the transaction), the transaction will not be completed. In some instances, You will receive a return notice from the Service. In such case, you agree that: You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned to the Service, and You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you. The Credit Union is authorized by You to report the facts concerning the return to any Consumer or credit reporting agency based on applicable reporting requirements.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Member Services. All changes made are effective immediately for scheduled and future payments paid from the updated

Payment Account information. The Credit Union is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Returned Payments**

In using the Service, You understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit Your Payment Account. You may receive notification from the Service in the event of a payment being returned.

### **Amendment**

We have the right to change this agreement at any time without notice unless required by applicable law.

### **Our Liability**

We will use commercially reasonable efforts to post your transaction/instruction properly to the account and/or Payee indicated when you use the Service properly and comply with these Terms and Conditions. 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 your related losses or damages. However, we shall

incur no liability if we are unable to complete a transaction/instruction initiated by you through the Service due to one or more of the following circumstances:

Your error

Your failure to comply with these Terms and Conditions or the underlying account agreements and disclosures for any of your accounts with, and your membership within, the Credit Union .

If the Service equipment or software was not working properly and you knew about the malfunction when you started the transaction

You have not provided complete or correct information

If, through no fault of ours, you do not have enough money in your account to make the transfer

If the transfer would go over the credit limit on your line of credit loan

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken

There may be other exceptions stated in our other agreements with you which limit our liability hereunder.

### **Our Performance**

You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in performing The Service. You acknowledge that our systems and procedures established for providing The Service are commercially reasonable.

Maintenance of The Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in The Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Services. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization

settings in connection with your use of the Services. Further, we shall not be responsible for the operation, security, functionality, or availability of any Wireless Device or mobile network, which you utilize to access the Services.

You agree to exercise caution when utilizing the Services on your Personal Computer or Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information shown on your Personal Computer or Wireless Device while using the Services reflects the most recent account information available to us at that time, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE OR OUR OPERATION AND MAINTENANCE THEREOF, UNLESS CAUSED BY OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BUT IN ANY EVENT OUR MAXIMUM AGGREGATE LIABILITY RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICE IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM(S) ACCRUED.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING WITHOUT LIMITATION THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE).

### **No Waiver**

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising any of its rights or remedies shall operate as a waiver of such rights or remedies or any of its other rights or remedies. A waiver on any occasion by the Credit Union shall not be construed as a bar or waiver of any of its rights or remedies on future occasions.

### **Captions**

The captions of sections hereof are for convenience only and shall not control or effect the meaning or construction of any of the provisions of this agreement.

### **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. Venue in the event of a dispute is laid exclusively in Nassau County, NY, in any court of competent jurisdiction.

### **Other Limitations of Liability**

We will make all reasonable efforts to ensure the availability of Online Banking. However, there may be certain times when Online Banking is unavailable because of maintenance (scheduled or unscheduled) or as a result of unforeseen events such as earthquakes, fires, floods, etc. We will not in any way be liable for the unavailability or any consequential damages that may result. We make no representation that any content or use of Online Banking is available for use in locations outside of the United States. Accessing and using Online Banking from locations outside of the United States and/or attempting to use the Service to pay Payees located outside of the United States is at your own sole risk. We will not be liable to you for any losses caused by your failure to use Online Banking properly. We have no responsibility or liability whatsoever as to your Access Device, your software, Internet service, or any use thereof.

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, ONLINE BANKING, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

### **UNAUTHORIZED TRANSFERS**

#### **(a) Consumer liability.**

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that 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 a hospital stay) kept you from telling us, we will extend the time periods.

- **Additional Limit on Liability for VISA® Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

## **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at 800.216.2328, write us at: NASSAU FINANCIAL FEDERAL CREDIT UNION FEDERAL CREDIT UNION, 865 Merrick Ave Suite 250N, NY 11590, or visit any Nassau Financial Federal Credit Union Federal Credit Union branch, or send us a secure e-mail, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (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 an error occurred within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer 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

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 you already has an established account with us before this account is opened. We will tell you the results within three 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.

### Telephone Number and Address in Event of an Unauthorized Transaction or Questions

If you believe your mobile device has been lost or stolen or that someone will or may use it to access your account without your permission call us at 800.216.2328, write us at: NASSAU FINANCIAL FEDERAL CREDIT UNION FEDERAL CREDIT UNION, 865 Merrick Ave Suite 250N, NY 11590, or visit any Nassau Financial Federal Credit Union Federal Credit Union branch, or send us a secure e-mail.

In order to help you with your questions, we will need the following information:

Your name, account number, and transaction date in question

The error or transfer you are unsure about, and why you believe there is an error or why you need more information

The dollar amount of the suspect transaction

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 an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your

complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made.

We will tell you the results within three 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.

### **Liability for Unauthorized Use—Mobile Banking Transactions**

Tell us AT ONCE If you believe that your personal access code has been lost, stolen, or discovered by an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two business days of your discovery, you can lose no more than \$50 if someone used your personal access code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your access code, and we can prove that we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that 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 will extend the time periods.

If you authorize someone else to use your personal access code, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make only when one of the following conditions exists:

When necessary to complete a transaction requested by you

In order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency  
In order to comply with government agencies or court orders  
If you give us written permission

In order to help you with your questions, we will need the following information:

Your name, account number, and transaction date in question

The error or transfer you are unsure about, and why you believe there is an error or why you need more information

The dollar amount of the suspect transaction

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 an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made.

We will tell you the results within three 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.

You agree not to and you agree to ensure that you do not use The Service or the content or information delivered through The Service in any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use The Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability or potential liability for us or our affiliates or cause us to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable content (whether any content is objectionable shall be determined by us in our sole but reasonably exercised discretion); (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of The Service by any other party; (j) use The Service in any manner to gain unauthorized entry or access into our computer systems; or (k) resell or make any commercial use of The Service.

### **Indemnification**

You agree to indemnify, defend, and hold us and our employees harmless (by counsel of our choosing) from and against every claim, demand, action, cost, loss, liability, cause of action (of third parties or otherwise), and expenses (including without limitation attorneys' fees) relating to our provision of or your use of any of The Service which we incur by (a) acting in accordance with this Agreement and/or as a result of your failure to abide by its terms, (b) your breach of any representation or warranty herein, (c) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of The Service; (d) the actions, omissions or commissions of you; and (e) any transmission or instruction, whether or not authorized, acted upon by us in good faith. This paragraph shall survive termination of this Agreement.

### **Financial Responsibility**

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with using The Service. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of The Service. You assume exclusive responsibility for the consequences of any instructions you may give to us, for your failure to access The Service properly in a manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

**Member's Duty to Report Errors**

You shall notify us of any errors, omissions, or interruptions in, or delay or unavailability of, The Service or a breach of security procedures as promptly as practicable, and in any event within one business day after the earliest of discovery thereof.

**Account Reconciliation**

You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors (exclusive of weekends and applicable holidays) within 60 days after receipt of your statement from us. If notified within such period, we shall correct and resubmit all erroneous files, reports, and other data at our then standard charges, or at no charge, if the erroneous report or other data directly resulted from our error.

The Service is offered as a convenience to you and is included within our Internet Banking services. We are entitled to act upon instructions we receive under your User ID and Password and you are liable for all transactions made or authorized with the use of your User ID and Password. We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own sole risk.

By directing us in conjunction with your User ID and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the Service constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you.

Your access to Service will be blocked in the event your User ID and Password are entered incorrectly on 3 consecutive attempts. If this happens, please call us at 855.440.9662.

Your Failure to comply with these Terms and Conditions will result in you no longer being allowed to use the Service.

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it.

You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to insure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read or captured and improperly used by others.

The Service is not intended to replace access to Online Banking from your computer or other methods you use to manage your accounts. You should review and follow usage instructions provided on our website. You agree to accept responsibility for learning how to use The Service in accordance with the instructions. We may modify The Service and any related services at any time. In the event of a modification, you are responsible for making sure that you understand how to use The Service. We are not liable to you for any losses caused by your failure to properly use The Service.

**Enforcement**

You authorize us to deduct from any and all of your accounts at the Credit Union any liability, loss, or expense incurred by us resulting from any dispute involving your accounts, or services from your account, without prior notice to you.

**Service Cancellation**

The Service may only be cancelled by cancelling Online Banking. You may cancel Online Banking by calling us at 800.216.2328 or visiting any Nassau Financial Federal Credit Union branch. After cancelling Online Banking, you may not access The Service. However, we may (but are not obligated to) immediately discontinue making previously authorized transfers or payments set up by you. You may reestablish The Service access at any time after cancelling provided you meet the terms and conditions noted above.

We reserve the right to cancel your access to and use of The Service in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend The Service access, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of The Service does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination of The Service will apply only to The Service and does not terminate your other relationships, contracts and accounts with us. In addition, you will keep your account(s) with us open until final payment with respect to all outstanding items, and will maintain funds in such account(s) in amounts and for a period of time determined by us in our reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid.