

**TERMS AND CONDITIONS**  
**ELECTRONIC BILL PAYMENT, INTERNET BANKING, REMOTE DEPOSIT, and ACH ORIGATION**

The Internet Bill Payment and Home Banking Agreement and Disclosures ("Agreement") apply to Your use of the Bill Payment / Home Banking Service, which permits You to access Your Accounts with Us via the Internet for services selected by You and agreed upon by Us. The following information describes the various types of Bill Payment and/or Home Banking Services which are available to members together with your rights and responsibilities concerning these transactions, including your rights under the Electronic Funds Transfer Act. PLEASE READ THIS DOCUMENT CAREFULLY. You may want to print or save this document for future reference, or if you would like to receive a paper copy you may email your request, call Member Services at (877) 968-7828, or use our secure messaging service. Some information may not pertain to you. Electronic Funds Transfers are deposits to, withdrawals from, or transfers between your accounts, which are not originated by check, draft or similar paper instrument. If your account(s) involves such transfers, you have certain rights under law, which are described below. PLEASE CONTACT US BY CALLING THE ABOVE TELEPHONE NUMBER OR USE OUR SECURE MESSAGING SERVICE IF YOU HAVE ANY QUESTIONS.

**I. Defined Terms.**

As used in this Agreement, the following terms shall have the following meanings:

- "Account" or "Accounts"      Means Your deposit and loan accounts with Us including but not limited to: checking, money market, share certificate, and savings account(s) accessible
- "Account Balance"      Means collected funds to include availability of funds pursuant to a credit line agreement.
- "Bill Payment"      Means the process or payment by which We pay Your designated Payee based on Your Payment Instructions.
- "Business Day"      Means Monday through Friday, excluding Federal holidays.
- "Bill Payment"      Means Our Internet bill payment application designed for Your online convenience.
- "Credit Union"      Means Ukrainian Federal Credit Union and its affiliates, subsidiaries and any agent, independent contractor, designee or assignee which this Credit Union may, in its sole discretion, employ in the provision of this service.
- "Home Banking"      Means Our Internet application designed for Your online banking convenience.
- "Electronic Record"      means a contract or other record created, generated, sent, communicated, received, or stored by electronic means.
- "Funds Transfer"      Means the allocation of funds from one accessible Account to another accessible Account.
- "Unlinked Account"      Means a third-party (unrelated) account at UFCU
- "Payee"      Means the biller to whom You wish a Bill Payment to be directed.
- "Prohibited Payee"      Means the biller to whom You cannot make a payment using our Internet bill payment application, subject to the limitations in this Agreement.
- "Payment Instructions"      Means the information provided by You to schedule a Bill Payment to be made to Your Payee, subject to the limitations in this Agreement.
- "Processing Date"      Means the Business Day Your Account is debited; Send On date.
- "Transaction"      Means each Payment Instruction or Funds Transfer.
- "We," "Our," and "Us"      Means Associated Institution, UFCU.
- "You" and "Your"      Means each depositor on an Account accessible by this online service.

**II. Authorization.**

This Agreement applies to all persons that are parties to the Accounts. This Agreement contains the terms and conditions governing Bill Payment and Home Banking, including disclosures required by federal law. Please read this Agreement carefully and keep a copy for Your records.

By subscribing to Bill Payment and/or Home Banking, You acknowledge that You have received and read this Agreement and agree to its terms and conditions. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject Account with Us.

By choosing to use Bill Payment and/or Home Banking, you agree that the terms and conditions in this Agreement, and any amendments or changes hereafter, apply to You and any others whom You permit to use Bill Payment and/or Home Banking. If you do not agree with the terms and conditions, you may not use Bill Payment and/or Home Banking. By using Bill Payment and/or Home Banking, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use Bill Payment and/or Home Banking.

You agree that each owner of an Account is authorized to access all of the funds held in that Account. We are entitled to act on Transaction instructions received using your User ID and Password and you agree that the use of your User ID and Password will have the same effect as your signature authorizing the Transaction. **You are responsible for keeping Your passwords and account data confidential.**

**III. Access and Functions.**

Using your computer or other Internet-access device, You can access Bill Payment and Home Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods.

Using Your assigned User ID and Password, You can, subject to these Terms and Conditions and the applicable service specifications:

- View select Account information      Home Banking
- Transfer funds among Your eligible Accounts      Home Banking
- Transfers to unlinked UFCU Accounts      Home Banking
- View transaction history      Bill Payment and Home Banking
- Schedule bill payments from eligible Accounts      Bill Payment
- Send and receive secure messages to / from authorized Credit Union representatives      Bill Payment and Home Banking

#### **IV. Mobile Banking**

You have the option of accessing UFCU Home Banking through a web browser on your mobile device or a mobile application. When using a mobile device you may:

- Review account balances, account details and transaction history
- Schedule one-time and recurring bill payments
- Make one-time and recurring fund transfers between UFCU Accounts
- Receive, compose and send secure messages to/from authorized Credit Union representatives
- Create or Delete Payees
- Update or Change password, email address, challenge questions, User ID

You will not be able to access all of the functions/services that are accessible with a personal computer. Examples include, but are not limited:

- View eDocuments
- Check ordering
- Create Alerts

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of our control. You are also responsible for any telephone or internet service fees incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

#### **V. Hardware and Software Requirements.**

To use Bill Payment and / or Home Banking, You will need Internet access, and an Internet browser that supports Secure Sockets Layer with 128 bit encryption. We recommend the two most recent versions of the following browsers: Internet Explorer, Firefox, Safari, or Google Chrome. Some areas of our site may require the use of Macromedia Flash or Adobe Acrobat Reader. Other browsers and operating systems may work effectively; however, we do not test against them and therefore your experience may vary. We regularly monitor and test browsers to ensure the highest security standards. This service recommends using a modem speed of 28.8 or higher; however, the speed at which you actually connect to the Internet may vary. In addition, performance results may vary when using cable modems due to differences in duplex technology offered by cable providers.

You are responsible for selecting all systems, hardware and Your Internet service provider. You are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, Your choice of Internet service provider and systems and computer services. We are not responsible for any errors or failures caused by any malfunction of Your computer, and We are not responsible for any computer virus or related problems that may be associated with the use of Bill Payment and Home Banking, Your computer or other Internet-access device.

You are also responsible for all telephone charges incurred in connecting to Bill Payment and Home Banking and for charges by any service provider providing connection to the Internet.

#### **VI. Password and Security.**

Upon Your successful enrollment, You will gain instant access to Your personal accounts online. Please note that for business accounts it may require up to 2 (two) business days to process Your application. Using Your password has the same effect as Your signature authorizing Transactions. You agree to safely keep the password, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of Your Accounts. Anyone to whom You disclose Your password and anyone who has access to Your password will have full access to Your account information, including full access to Your Accounts. You have no ability to limit any such person's authority. If anyone uses Your password with Your permission, You will be responsible for any Transactions performed by that person.

#### **VII. Your Liability.**

Tell Us at once if You believe Your password has been lost, stolen or otherwise became available to an unauthorized person. Please contact Us immediately by telephone or in writing. Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your Accounts (plus Your maximum overdraft line of credit). If You tell Us within two Business Days, You can lose no more than \$50 if someone used Your password without Your permission. If You do NOT tell Us within two Business Days after You learn of the loss or theft of Your password, and We can prove that We could have stopped someone from using Your password without Your permission, 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 of the date We deliver a periodic statement to You, You may not get any money You lost after the 60 days if We show that We could have stopped someone from taking the money if You would have 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.

#### **VIII. Contact in Event of Unauthorized Access.**

If You believe Your password has been lost or stolen or that someone may or has fraudulently accessed Your Account without Your permission, contact the Credit Union by phone (877-968-7828), or write to Ukrainian FCU, 824 East Ridge Road, Rochester, NY 14621, or contact Us via Home Banking secure messaging.

#### **IX. Information about Bill Payment.**

You can pay bills either on an automatic recurring basis or periodically as You request. Your checking account will be used for Bill Payments.

To use Bill Payment, You will provide Us with the name and address of the Payee, Your Account number with that person and any other information We require to properly debit Your designated Bill Payment Account with Us and credit Your Bill Payment Account with the Payee. You agree to allow the number of days to process as indicated by the Processing Date for each Bill Payment. You also agree that Your Account will have sufficient Account Balance on the Processing Date. If Your Account does not have sufficient Account Balance, We will attempt to re-process the Bill Payment later that day and, if not successful, on the next Business Day.

If Your Account number or any other information changes, or if You wish to add or delete Payees, You must enter all such designations and changes in the appropriate fields through the Bill Payment application prior to the Processing Date. When You add a new Payee, your first payment date may be delayed up to 10 (ten) business days. You authorize Us to make all changes submitted by You or any other person having access to Your password and Account information.

Bill Payments are processed either through an electronic transmission to the Payee or by check drawn from your Credit Union share draft account which We mail to the Payee. Payees who receive electronic delivery will receive Your Bill Payment information, including Your Account number with the Payee, through a secure network. All Credit Union share drafts are sent through the U.S. mail. Payments made by check are generally received by most Payees within five Business Days. If We receive any Payment Instructions from a Payee, We may follow those instructions, to help ensure that the Bill Payment is received by the Payee and promptly credited to Your Account.

#### **X. Processing Date for Bill Payment.**

In order to ensure that Your Bill Payment will be received by the due date You specify during Bill Payment set-up, Bill Payment Account collected funds must be available on the Processing Date. This is generally two (2) to five (5) Business Days prior to the due date. If the payment is made electronically, Your Account will be debited on the Processing Date. If Your Account does not have sufficient Account Balance, We will attempt to re-process the Bill Payment later that day and, if not successful, on the next Business Day. The Transaction is canceled after the second failed attempt and You must re-enter the Transaction.

#### **XI. Prohibited Payees and Service Limitations.**

Payments may be only to Payees with a United States address. You agree to not make a Bill Payment of alimony, child support, taxes or other governmental fees, or court-directed payments. Payments to collection agencies are prohibited. There is a \$0.01 minimum for Bill Payment Transactions. The maximum permitted Bill Payment amount is \$25,000.00 per Transaction.

We reserve the right to refuse to pay any merchant or other person to whom You may direct a Bill Payment. We are obligated to notify You promptly if We decide to refuse to pay a Payee. This notification is not required if You attempt one or more of the prohibited Bill Payments set forth above.

#### **XII. Processing Date for Funds Transfer.**

One-time fund transfers between internal deposit accounts will be processed instantly. One-time internal loan payments will be posted on the same Business Day as Your instructions if we receive Your instructions before our daily cut-off hour of 6:00 pm EST. Other Funds Transfers, such as a scheduled internal or external Funds Transfer, will be processed on the same Business Day as Your instructions if we receive Your instructions before our daily cut-off hour of 3:00 pm EST. If We receive Your instruction after the cut-off time, We will process the Transaction on Our next Business Day. Our business days are Monday through Friday, excluding holidays.

#### **XIII. Funds Transfer Limitations.**

You may transfer collected funds through Home Banking in any amount between \$0.01 and \$50,000 (maximum \$25,000 per transaction), subject to funds availability. Under federal regulations, for all share (savings) Accounts, You may make no more than six (6) transfers and withdrawals from Your Account to another Account of Yours or to a third party in any month by means of a preauthorized automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, Your Account may be subject to a fee or be closed.

#### **XIV. Unlinked Account Transfers**

Unlinked account transfers allow transfer of funds to other members' accounts at the Credit Union. You will need to enter the receiving member's name and account number along with the dollar amount in order to complete the transfer. Transfers can be scheduled for immediate, future-dated or recurring delivery dates. You will be able to transfer up to \$25,000.00 per transaction. Sufficient funds must be available at the time of your request. If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs. When you request a fund transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. We may refuse to act on your fund transfer instruction if there are not sufficient available funds in your account, including funds available under any linked overdraft plan, on the Transaction Date. Funds transferred to the designated recipient account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our Funds Availability Disclosure.

Types of transfers available for Unlinked Account Transfers:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings

#### **XV. External Account Transfers (ACH)**

You may transfer funds to and from accounts you have access to at other financial institutions within the Credit Union's Online Banking Services. Transfers can be scheduled for immediate, future-dated or recurring delivery dates. All future scheduled and historical transfers are viewable from within the Transfer Activity section. Transfers set up prior to 3:00 p.m. EST on a business day that the Credit Union is open will go out the same day, and transfers set up after 3:00 p.m. EST or on a non-business day will go out the next business day that we are open. For the purpose of external account transfers, business days are Monday through Friday, excluding holidays and days the Credit Union is closed. You agree this transfer service is for consumer purposes only from your account at the Credit Union to your account at the other Financial Institution within the United States.

- You will be able to receive transfers (credits to your Credit Union Account) up to \$2,000.00 per day or a maximum of \$10,000.00 every 30 days whichever occurs first
- You will be able to send transfers (debit to your Credit Union Account) up to a maximum of \$2,000.00 per day or a maximum of \$10,000.00 every 30 days whichever occurs first

When you request a fund transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. We may refuse to act on your fund transfer instruction if there are not sufficient available funds in your account, including funds available under any linked overdraft plan, on the Transaction Date. Funds transferred to the designated recipient account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our Funds Availability Disclosure.

In order to use the external account transfer (ACH) functionality you must agree to the following NACHA Rules:

The Entry is authorized by the Originator and Receiver

- a) The Entry has been properly authorized by the Originator and the Receiver in accordance with the Rules.
- b) The Originator's authorization has not been revoked, the Origination Agreements concerning the Entry have not been terminated, and neither the ODFI, any Third-Party Sender, nor the Originator has actual knowledge of the revocation of the Receiver's authorization or of the termination of the agreement between the RDFI and the Receiver concerning the Entry.
- c) At the time the Entry is processed by an RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law. This subsection shall not apply if the RDFI has actual knowledge of the circumstances giving rise to such termination at the time it processes the Entry and the ODFI does not have such actual knowledge.

The Entry Complies with the Rules

- a) The entry complies with these Rules, including the use of the proper Standard Entry Class Code

Types of transfers available for External Account Transfers:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings

#### **XVI. Mobile check deposit**

Mobile check deposit enables you to deposit checks to your Credit Union Account(s) via Ukrainian FCU Mobile Banking using an Apple® or Android® wireless electronic device, such as an iPhone®, iPad® or Android tablet or smartphone. An image of the front and back of the physical check, taken using the wireless device is transmitted to the Credit Union via the Ukrainian FCU Mobile Banking application and processed for deposit into your account. Following your deposit, we will send you an email confirmation of your deposit to the email address we have for you on record. You must keep the physical check for 30 days and then securely destroy it. For Ukrainian FCU Mobile Banking check deposits, you must be a member of the Credit Union for at least 30 days. Deposits made via Ukrainian FCU Mobile Banking will be made available according to our Funds Availability Policy. Daily deposit limit is \$2,500.00, not to exceed \$20,000.00 per month per account holder. If you make a deposit using Ukrainian FCU Mobile Banking up to 4:00 P.M. EST on a business day that we are open and your Ukrainian FCU Mobile Banking deposit is accepted we will consider that day to be the day of your deposit. However, if you make a deposit using Ukrainian FCU Mobile Banking after 4:00 P.M. EST or on a day we are not open, we will consider the deposit was made on the next business day we are open.

This service is available only for deposits to your Credit Union Checking, Savings and Money Market Accounts. Deposits to Share Certificates, Individual Retirement Accounts (IRAs), and loan payments are not permitted. If a deposit is rejected or not accepted because it cannot be processed, you will receive an email notification stating the reason the check cannot be deposited via Ukrainian FCU Mobile Banking.

In order for a check to be accepted and processed using Ukrainian FCU Mobile Banking it must:

- Be an original paper check
- Be payable to you and endorsed by all payees;
- Be payable in U.S. dollars;
- Be payable at a financial institution in the United States
- Be dated within six (6) months prior to the date of the deposit
- Be legible and in good physical condition; and
- Must not have already been deposited and credited to a payee.

You agree that, once you have deposited a check using Ukrainian FCU Mobile Banking, you will not cash the check nor negotiate, transfer or deliver the check to any other persons or entity, nor deposit the check again at an ATM, in person at a branch (unless we have directed you to do so), at another financial institution or any other means.

Upon review of a deposited check, we may adjust the amount of the deposit to conform to the legal amount of the check as determined by us. Our determination will be considered final and we will notify you by email of such adjustment. You are responsible for accurately photographing the front and back of the check. A check deposit made using Ukrainian FCU Mobile Banking is subject to the same warranties and a representation as though the physical check was deposited, and is subject to the terms and conditions of your deposit account.

#### **XVII. ACH Origination**

The ACH Origination program permits you to have funds electronically transmitted through the Automated Clearing House (ACH) network (subject to approval). Once you have filed the appropriate authorization with the Credit Union, we will act as the "Originator" of the transaction(s). Origination of these entries must comply with the provisions of US Law, including without limitation laws enforced by the US Treasury Department Office of Foreign Assets Control (OFAC).

(a) *Debit Entries:* These are transactions originated through the ACH network intended to debit your Share or Share Draft Checking Account, at a participating Financial Institution, for credit to your Credit Union Share/Share Draft Checking Account. Debit Entries are subject to the following:

- (i) The effective entry date of the transaction(s) will be the date selected by you on the authorization form. If the effective entry date in any given month falls on a weekend or federal holiday, the effective entry date will change to the next business day unless otherwise indicated on the authorization form.
- (ii) Credit to your Credit Union account or loan is considered provisional and will be reversed if the entry is returned unpaid by the financial institution.
- (iii) If the entry is returned for "insufficient" or "uncollected" funds, the Credit Union will resubmit the entry a second time. If this entry is returned unpaid, the provisional credit will be reversed.

(iv) The Credit Union reserves the right to cancel your enrollment in the program if your entry(s) is returned unpaid for 3 consecutive cycles (effective entry dates). You will receive a notice of cancellation and will be required to re-enroll if you choose to continue participation in the program (subject to approval).

(v) Entries returned as "payment stopped," "unauthorized" or "closed account" will be considered your notice of cancellation and will result in revocation of your authorization.

(b) **Credit Entries:** These are transactions originated through the ACH network intended to credit your account/loan at a participating financial institution by debiting your Credit Union Share/Share Draft Checking Account. Credit Entries are subject to the following rules:

(i) The effective entry date of the transaction(s) will be the date selected by you on the authorization form. If the effective entry date in any given month falls on a weekend or federal holiday, the effective entry date will change to the next business day unless otherwise indicated on the authorization form.

(ii) Debits to your Credit Union Share and/or Share Draft Checking Account(s) which would cause an insufficient balance will be subject to the insufficient funds fee as outlined in the Fee Schedule and the out-bound credit entry created by the transaction will be reversed.

(iii) If the reversal entry is returned unpaid by the receiving financial institution, Credit Union will debit the amount of the entry to the Credit Union source account. If this debit results in a negative balance in your account, in addition to any other rights the Credit Union may have, the negative balance must be corrected within 10 business days or your enrollment in the program will be terminated and you must re-enroll should you choose to continue the service.

(iv) The Credit Union reserves the right to cancel your enrollment in the program if your entry would result in an insufficient balance in your account for 3 consecutive cycles (effective entry dates). You will receive a notice of cancellation and will be required to re-enroll if you choose to continue participation in the program (subject to approval).

#### **XVIII. Quicken® and QuickBooks®**

Home Banking and Bill Payment through Quicken® and QuickBooks® are inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing and system availability. Please refer to Quicken® and QuickBooks® disclosures for more information.

#### **XIX. Canceling an Order.**

You may cancel or edit a pending Funds Transfer or Bill Payment until such time that the Transaction is processed, by selecting and accurately completing the appropriate fields from within the Bill Payment application. If We do not receive Your complete and accurate instruction canceling or editing a Bill Payment prior to such times (no later than 3 business days before "Send On" date), We will process the Transaction. This section applies to a recurring or a one-time Transaction.

#### **XX. Overdrafts.**

When You schedule a Funds Transfer or Bill Payment using Home Banking or Bill Payment service, You authorize and are requesting Us to withdraw the necessary funds from Your Account with Us and make payments for You from Your Account. We debit the amount of Your Funds Transfer on the Business Day You instruct Us to process the Funds Transfer between Your Accounts. Each instruction to Us to withdraw or transfer from an Account is an order to Us to pay from that Account on the specified Processing Date. We debit the amount of Your Bill Payment from Your Account on the Processing Date, which is generally two (2) to five (5) days prior to the due date. If we are unable to complete the transaction for any reason associated with Your Account (for example, there are not sufficient funds in Your Account to cover the transaction), the transaction may not be completed.

We may charge Funds Transfers and Bill Payments against the Account even though the charge creates an overdraft. In some instances You will receive a return notice from Us. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the credit union's established and published service fees. Further, You also agree that a NSF fee may be charged to Your account even if the payment is not returned but is paid and overdraws Your Payment Account. If You overdraw Your Account, You agree to immediately pay Us the overdrawn amount together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement. By enrolling for and using this Bill Payment and Home Banking Service You agree that We have the right to collect funds from all of Your Accounts to recover funds for all payments that have been requested to be paid by You and Your authorized user; this includes accounts on which You are the primary member-owner, as well as accounts on which You are the joint owner.

#### **XXI. Fees.**

You authorize Us to charge You service fees identified in Our current fee schedule, and it may be amended by Us from time to time. You may access the fee schedule on [www.rufcu.org](http://www.rufcu.org) or request a paper copy by writing to Us at Ukrainian FCU, 824 East Ridge Road, Rochester, NY 14621. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by Your telephone and/or Internet service provider.

#### **XXII. Our Liability For Failure to Process Funds Transfer or Bill Payment.**

We will use Our best efforts to make all Your Bill Payments according to Your Payment Instructions. We will, however, incur no liability if We are unable to complete any Bill Payments initiated by You because of the existence of any one or more of the following circumstances:

1. If the Bill Payment would exceed the maximum permitted Bill Payment amount or Your Account Balance, or Your Account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
2. If the Bill Payment processing center is not working properly, and You know or have been advised by Us about the malfunction before You execute the Transaction.
3. If the Payee mishandles or delays a Bill Payment sent by Us.
4. If the Payee is a prohibited payee.
5. If You have not provided Us with the correct names, phone numbers, or account information for those persons or entities to whom You wish to direct payment (Payee).
6. If circumstances beyond Our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the Transaction, and We have taken reasonable precautions to avoid those circumstances.
7. If You have not properly followed the instructions for using this service.
8. If Your operating system is not properly installed or functioning properly.
9. For errors or failures from any malfunctions of Your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment You use, including, without limitation, Your inability to access the web site or any part of the application.
10. For a failure to provide access or for interruptions in access due to system failure.

Provided none of the foregoing exceptions to the service performance obligations is applicable, if the Bill Payment or Home Banking service cause an incorrect amount of funds to be removed from Your Account, We shall be responsible for returning the improperly transferred funds to Your Account. If the Bill Payment or Home Banking service causes funds from Your Account to be directed to an incorrect Payee, You agree to help Us recover funds directed to the incorrect Payee.

We will make every effort to direct to the proper recipient any previously misdirected Bill Payments.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE EQUIPMENT, SOFTWARE AND/OR BILL PAYMENT OR HOME BANKING SERVICE.

#### **XXIII. Exclusion of Liability and Warranties.**

Our Home Banking and Bill Payment services make use of a private network, intended for authorized users only. We have confidence in the security measures We employ, however, this is not an invitation for individuals to attempt unauthorized access. BY USING THIS SERVICE, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, CREDIT UNION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, AND CREDIT UNION FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

#### **XXIV. Web Content and Materials**

The information and materials contained in this website – and the terms and conditions of the access to and use of such information and materials – are subject to change without notice. Not all products and services may be available in all geographic areas. Your eligibility for particular products and services is subject to Our

final determination and acceptance.

We and Our suppliers may discontinue or make changes in the information, products or services described herein at any time. Any dated information is published as of its date only, and We do not undertake any obligation or responsibility to update or amend any such information. We reserve the right to terminate any or all website offerings without prior notice to the user. Furthermore, by offering information, products or services via this Worldwide Website, no solicitation is made by Us to any person to use such information, products or services in jurisdictions where the provision of such information, products or services is prohibited by law. Limitation of Liability

Because of the possibility of human and mechanical error as well as other factors, We are not responsible for any errors in Our omissions from information contained in or accessed through this website. All such information is provided "as is" to the user without express or implied warranties of any kind including the warranties of merchantability, non-infringement of intellectual property or fitness for any particular purpose. Furthermore, We will not be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code or other defect in this website, or for the incompatibility between this website's files and the user's browser or other site accessing program. Nor will We be liable for any other problems experienced by the user due to causes beyond Our control. No license to the user is implied in these disclaimers.

#### Links to Other Sites

Links that are to non-UFCU websites are provided solely as pointers to information on topics that may be useful to users of the UFCU website, and We have no control over the content on such non-UFCU websites. If you choose to link to a website not controlled by Us, We make no warranties, either express or implied, concerning the content of such a site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor do We warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. We do not guarantee the authenticity of documents on the Internet. Links to non-UFCU sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

#### Disclaimer

Product offers, rates, terms, and other information provided herein are subject to change without notice. We may discontinue or make changes in the information, products or services described herein at any time. We reserve the right to terminate any or all web offerings without prior notice to the user. Due to occasional inaccessibility to our web site, We cannot guarantee completeness or accuracy of the information provided herein. We reserve the right, in Our sole discretion and without any obligation, to correct any error or omissions in any portion of the services, product or materials.

#### **XXV. In Case of Errors or Questions.**

If You believe that there has been an error related to a Funds Transfer or other related service, You have questions or need more information about a Funds Transfer or related service, or You believe Your statement or receipt is wrong contact the Credit Union by phone (877-968-7828) or write Us at the Ukrainian FCU, 824 East Ridge Road, Rochester, NY 14621 as soon as You can. We must hear from You no later than 60 Calendar Days after We sent You 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.
4. Please also include a telephone number at which You can be reached in the event We need any additional information.

If You tell Us orally, We retain the right to 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 after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 Business Days 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.

The 10 day period in the preceding paragraph may be extended to 20 Business Days, if the error involves a transfer to or from the Account within 30 days after the first deposit to the Account was made.

If the error involves an electronic transfer from Your Account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the Account was made, the 45 day time period to investigate Your complaint or question will be 90 days in place of 45 days.

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. If You received credit during the investigation, Your account will be debited at that time. You may request copies of the documents that We used in Our investigation for a reasonable charge.

#### **XXVI. Account Information Disclosure.**

The circumstances under which We may provide information about Your accounts to third parties are summarized in Our current privacy notice. You agree that We may deliver Our privacy notices and opt-out notices to You. You may access the privacy notice on [www.rufcu.org](http://www.rufcu.org) or request a paper copy by writing to Us at Ukrainian FCU, 824 East Ridge Road, Rochester, NY 14621.

**XXVII. Third Parties.**

You understand that support and services are provided by third parties other than Us, and You authorize Us to contract with third parties to provide such support and service.

**XXVIII. Electronic Record Consent.**

You consent to receive Electronic Records that may be required to be made available during the course of Your Bill Payment and Home Banking relationship with Us. You have a right to withdraw the consent to receive Electronic Records by notifying Us in writing at Ukrainian FCU, 824 East Ridge Road, Rochester, NY 14621 or via Home Banking secure messaging.

**XXIX. Your Right to Obtain Paper Copies.**

You have a right to obtain Electronic Records in paper form, upon request. You may obtain a paper copy of an Electronic Record by contacting Us by phone (877-968-7828). We may charge photocopy fees identified in Our current fee schedule accompanying this Agreement.

**XXX. Periodic Statements.**

Your Account activity will appear on Your periodic account statement. If there are no transfers on Savings account in a particular month, You will receive quarterly statements from those accounts. You agree to review your account statements promptly after You receive it. If Your account statement show a transaction that You did not authorize, You must notify Us at once.

A copy of any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

**XXXI. Notification of Change in Name or Address.**

You agree to notify Us promptly in writing of any change via secure messaging or to Ukrainian FCU, 824 East Ridge Road, Rochester, NY 14621 or via Address Change module that is available through Home Banking.

**XXXII. Termination or Discontinuation.**

In the event You wish to discontinue Bill Payment or Home Banking, You must notify Us in writing. Written notice of service discontinuance must be supplied five (5) Business Days prior to the effective date of cancellation to: Ukrainian FCU, 824 East Ridge Road, Rochester, NY 14621. If You notify Us verbally, You must also send Us written notification. You authorize Us to continue making transfers, bill payments and other transactions You have previously authorized until the first day of the next month following receipt of a proper election to terminate or discontinue Your Account. Once we have acted upon Your closing notice, we will make no further transfers, payments or transactions from Your Account, including transfers, payments or transactions you have previously authorized.

Any one person who can use the Account is eligible to terminate this service. If more than one person is authorized to withdraw funds from Your Account, or if another person is authorized to electronically access Your Account, We cannot stop that person from using the Bill Payment or Home Banking services.

We may modify, suspend or terminate Your privilege of using Bill Payment or Home Banking services and may withhold approval of any Transaction, at any time, without prior notice to You. In the event We terminate Your privileges, We will try to notify You in advance but are not required to do so. You will be notified as soon as practicable.

Neither termination nor discontinuation shall affect Your liability or obligation under this Agreement. If either You or We end your rights to use the Bill Payment or Home Banking, We will no longer be required to complete any of your Bill Payment or Home Banking transactions. You will remain obligated to Us under this Agreement for all your Bill Payment or Home Banking transactions, even if they occur or are completed after this Agreement is ended.

**XXXIII. Information Authorization.**

In order to facilitate Bill Payment or investigate fraud, it may be necessary to obtain additional information from other financial institutions, merchants or consumer credit reporting companies. By accepting and using Bill Payment, You agree that We have the right to request a review of Your credit rating at Our expense through an authorized bureau. In addition, You authorize Us to obtain information regarding Your Bill Payment Transaction from a merchant or other Payee to resolve payment-pending problems.

**XXXIV. Disputes**

In the event of a dispute regarding the Service, You agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between You and Us which supersedes any proposal or prior agreement, oral or written, and any other communications between You and Us relating to the subject matter of this Agreement. If there is a conflict between what one of Our employees says and the terms of this Agreement, the terms of this Agreement shall control.

**XXXV. Assignment.**

You may not assign this Agreement to any other party. We may assign this Agreement to Our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**XXXVI. No Waiver.**

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

**Governing Law.**

This Agreement is governed by the federal laws of the United States and the laws of the state of New York, unless otherwise required by federal or state law. Any issue relating to an Account or service with Us that you access through the Bill Payment or Home Banking 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.

**XXXVII. Captions**

The captions of the Sections contained herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**XXXVIII. Amendment.**

We may amend or change the terms and conditions, including all applicable fees and service charges, of this Agreement at any time. We will provide You with notice at least thirty (30) days before the amendment becomes effective by sending written notice to You at Your address on record with Us if the amendment or change will result in greater costs or liability to You or stricter limitations on the transfers You may make. To the extent permitted by applicable law, We will notify You of any such change or amendment electronically by posting such notice on our Bill Payment or Home Banking login page. 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.

Any use of the services after We send you notice of the change or amendment will constitute Your agreement to such change(s) or amendment(s). If you do not agree to the change or amendment, You must notify us prior to the effective date of the change or amendment and cancel your access to the Service.

Further, We may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, We reserve the right to terminate this Agreement as to all such prior versions of the Bill Payment and/or Home Banking Service programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

**XXXIX. Conflict of Provisions.**

This Agreement is intended to supplement and not to replace other agreements between You and Us relating to Your accounts, including, without limitation, Our Deposit Account Rules. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to Your accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.