

ONLINE BANKING AGREEMENT / UMOWA BANKOWOŚCI INTERNETOWEJ

This Polish & Slavic Federal Credit Union (PSFCU) Online Banking Agreement (the "Agreement") governs your use of PSFCU Online Banking that permits you to access a number of financial services through the use of the Internet. Please read this Agreement before enrolling in our Online Banking and initiating any electronic funds transfer via the Internet. By clicking the "Accept" button, you agree to be bound by the terms and conditions stated in this Agreement, and any other agreement including but not limited to Bill Payment, Account To Account (A2A) Funds Transfer Service and Electronic Communications. We recommend that you print a copy of this document for your record. We will mail you copy of this agreement upon request. This Agreement supplements any other agreements or disclosures related to your account(s), including "Membership and Account Agreement", Fee Schedule, Truth-In-Savings, Electronic Funds Transfer disclosures and any amendments which are incorporated herein. In this

Agreement, the following definitions apply:

"You" and "Your" mean a PSFCU Online Banking user.

"We," "Us" and "Our" mean PSFCU.

"Share Account" means any share: Regular Share, Money Market, Term Share Certificate, Checking, IRA or Club accounts you may have with us that you have linked through PSFCU Online Banking.

"Checking" refers to Share Draft accounts.

"Business Day" means any calendar day other than Saturday, Sunday, or any holidays recognized by the Polish and Slavic Federal Credit Union.

"Username" is a unique identifier that you will use to log in.

"Password" or "Access Code" means personal alphanumeric identification code, which is required to authorize electronic access to your Accounts.

1. HOURS OF ACCESSIBILITY FOR PSFCU ONLINE BANKING

You may use the PSFCU Online Banking 24 hours a day, 7 days a week. PSFCU Online Banking may be temporarily unavailable due to scheduled maintenance periods. To utilize PSFCU Online Banking, you will need to enter your Username and Password and otherwise satisfy the system's security procedures. Depending on the Internet access device that you use, the transactions you are able to perform may vary. During certain windows throughout the day, the Online Banking Service may be available only in a memo mode. During that time, all transaction requests will be accepted but posted to your account after the system is back online.

2. COMPUTER REQUIREMENTS

In this Agreement, your computer, any software and the related equipment, and any other internet access devices through which we may offer access to PSFCU Online Banking, are referred to collectively as your "Computer." You are responsible for the installation, maintenance and operation of your computer and any losses or delays caused by your Computer. 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 PSFCU Online Banking or your Computer. You are also responsible for all telephone charges incurred in connecting to PSFCU and for charges by any service provider providing connection to the Internet. We are not responsible for losses or delays caused by your service providers.

3. ELECTRONIC MESSAGES

Normal Internet email transmissions may not be secure, therefore for Account inquiries, you agree to contact us electronically only through the PSFCU Online Banking message function. You also agree to receive from us electronic messages containing sensitive information using the same method. You are deemed to have received any electronic messages sent to you when we post them on the PSFCU message center. We will not immediately receive Internet email that you send, therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen Card / Username and/or Password; or to report an unauthorized transaction).

4. OTHER INTERNET ACCESS DEVICE

If you use an Internet access device other than your computer, you may not be able to perform all the functions described below. Any limitations will be disclosed when you use your Internet access device.

5. LINKED ACCOUNTS

In order for you to use the PSFCU Online Banking, you must have at least one Regular Share Account with us. In order to access your other Accounts through PSFCU, you may access them individually or "link" them to your primary account. Accounts can be linked if they have common owners or control over Account. Any owner or signer acting alone must be authorized to access a linked Account. If ownership or control over linked Accounts changes, you are responsible for requesting that the link between Accounts be removed. Failure to do so may result in unauthorized transfers for which you will be responsible. We reserve the right to review your request and deny Account linkage. You can contact Member Services Center at 1.855.PSFCU.4U (1-855-773-2848) or visit any of our branches to obtain additional information on how to link your Accounts through the PSFCU Online Banking

6. AUTHORIZATIONS

You authorize us to act on transaction instructions received using your Username and Password, and you agree that the use of your Username and your Password will have the same effect as your signature. We reserve the right to deny any transaction initiated through the PSFCU Online Banking service.

7. ONLINE TRANSACTIONS

The services currently available to you via the PSFCU Online Banking consist but are not limited to:

- Viewing your account information including transaction history and balances
- Transferring funds between your accounts including loan payments
- Transferring funds to Accounts held by other PSFCU Members
- Transferring funds to your accounts at other financial institutions through an A2A Funds Transfer Service
- Receiving Electronic Communications
- Requesting stop payments and check images
- Receiving and paying bills online
- Updating personal information such as address, email and password
- Having access to third party vendors including EZCard Info and Harland Clarke
- Exporting information to applications such as Quicken WebConnect, Ms Money OFX and QIF
- Sending and receiving messages to and from PSFCU,
- Additional services for businesses: creating limited account access to accountants (see section 20 for more information).

These features of PSFCU are limited to the extent, and subject to the terms of this agreement and the type of products and services that you have.

8. TRANSACTION LIMITATIONS

The federal limitations on transfers applicable to Regular Shares and Money Market Accounts during each statement cycle will apply and limit number of transfers that can be made through the PSFCU Online Banking. According to Regulation D, you may make up to a total of six (6) transfers or payments per statement cycle from a regular share and money market accounts to other accounts or to third parties. Transfers and payments from Regular Share and Money Market savings accounts made through PSFCU Online Banking are counted against the permissible number of transfers. You may transfer any amount as long as the transaction does not cause the balance in your Account to be less than the required account minimum. Transfers made to PSFCU loans are not affected by this limitation.

9. Limit of Our and Other Providers' Responsibility

We agree to make reasonable efforts to ensure the full performance of PSFCU. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of communications by you or us. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of PSFCU Online Banking. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES

CONCERNING PSFCU INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. PSFCU services, information, and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of PSFCU Online Banking.

10. Right to Get Documentation of Electronic Banking Transaction

Information concerning PSFCU Online Banking transactions will be shown on your statement for the account to and from which transfers or payments are made. If you have a checking account, you will receive a monthly statement. If you have a Regular Shares or Money Market account you will receive a statement during months with electronic funds activity or quarterly if there is no such activity. You will also receive a reference number upon successful completion of a transfer. 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.

11. Our Liability if We Fail to Make Certain Transfers

If we do not complete an electronic transfer to or from your Account on time or in the correct amount, we will be liable for your losses or damages not to exceed the amount of the transaction. However, there are some exceptions. We will not be liable for losses or damages, under the following scenarios:

- (i) your account contains insufficient funds for the transaction your payment to be made and properly credited by the payee by the time it is due (future);
- (ii) the equipment, phone lines, or computer systems were not working properly, and you should have known about the breakdown when you started the transfer;
- (iii) if circumstances beyond our control prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include, but are not limited to telecommunication outages or interruptions, delays caused by payees, fires and floods);
- (iv) if the money in your account is subject to legal process or other encumbrance restricting the transfer;
- (v) if you do not give proper, complete or correct instructions for the transfer, stop payments, or you do not follow the procedures in this or any other agreement with us for requesting a transfer;
- (vi) if your Username or Password has been reported lost or stolen, or we have canceled your Username or Password;
- (vii) if we have reason to believe that you or someone else is using PSFCU Online Banking for fraudulent or illegal purposes; or
- (viii) a payment or transfer request would consist of money deposited in a form or by a method which has not yet made the money available for withdrawal. In the case of accounts opened for business purposes, we will also not be liable if you have not followed our instructions, or have not given us complete, correct and current instructions for making a transfer. There may be other exceptions stated in our Membership and Account Agreement or any other applicable service agreements.

12. FEES

Current fees applicable to products and services are set forth in the PSFCU Fee Schedule. We may change the Fee Schedule at any time and will notify you as required by law.

13. Your Responsibilities and Liability for Unauthorized Use

If you believe your Username, and Password has been compromised, lost, or stolen, or that someone has transferred or may transfer money from your account without your permission you must contact us immediately. If you suspect that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit. You could lose all the money in your account (plus your maximum overdraft line of credit), if you fail to report an unauthorized transaction in a timely manner. If you tell us within 2 business days after you learn that your Username and Password have been compromised, lost, stolen, you will be liable for the lesser of \$50 or the amount of money or property obtained through the unauthorized use before the credit union was notified. If you do NOT tell us within 2 business days, after you learn of the loss or theft of your Username and Password and we can establish that it would have prevented additional losses if you provided timely notification, you could lose as much as \$500. Also, if your statement shows electronic transfers that you did not make or authorize, 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 hospital stay) kept you from telling us, we may extend the time periods to a reasonable time.

You should never provide your Username and Password to a third party. If you do so, you are authorizing that party to make transactions on your Account(s) and you are responsible for any transactions on your behalf, including transfers from your Accounts. We will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of your Username and Password.

14. In Case of Errors or Questions About Your Electronic Transfers

If you believe there has been an error related to an electronic transfer, you have a question about an electronic transfer, you think your statement or receipt is wrong or you need more information about an electronic transfer listed on the statement or receipt, please contact us immediately. 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. We have the right to require you to send us your complaint or question in writing within 10 business days following the date you notified us. Please refer to your Electronic Funds Transfer Agreement for further information about your liability for unauthorized electronic transactions.

15. PSFCU Online Policy

PSFCU does not sell or provide any member information to third parties. We may disclose information about you, your account or the transactions you engage in with third parties in order to administer the products and services we provide, when required to do so by law or government rules and regulations. PSFCU may share member information, to the extent permissible by law, for purposes including but not limited to credit reporting, merchant verification and fraud prevention. For more information regarding PSFCU information sharing practices please see the PSFCU privacy policy.

16. Ending the PSFCU Online Banking Agreement

You may terminate your right to use PSFCU Online Banking by notifying us. If you terminate your Online Banking, we will continue to make transfers, and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice. We may terminate your right to use PSFCU Online Banking at any time without notice.

17. Amendments

We may amend or change the Agreement at any time. If the change adversely affects you, we will give you notice prior to the effective date of the amendment to the extent required by applicable law.

18. Governing Law

This Agreement is governed by the federal laws of the United States and the state laws.

19. Contacting PSFCU

PSFCU Member Service Center:

1.855.PSFCU.4U (1-855-773-2848) (calls within US) or (973) 808-3244 (international calls), Monday through Friday: from

8: 00 a.m. to 8.00 p.m. EST and Saturday: from 8: 00 a.m. to 4: 00 p.m. EST

20. Additional Services for Businesses

You may add additional users to your account and provide each of them with a separate user ID and password. For each of them you may grant the inquiry access to view your account(s), including linked account(s). You have the obligation to inform PSFCU if the inquiry access for additional users is removed.