

ABE INTERNET BRANCH ONLINE BANKING, MOBILE BANKING AND BILL PAYER SERVICE AGREEMENT

This Agreement is between ABE Federal Credit Union, including any agent, independent contractor, designee, or assignee that ABE Federal Credit Union may in its sole discretion involve in the provision of Internet Branch Online Banking and Mobile Banking with Bill Payer (collectively "we", "us", "our" or "Bank") and each consumer who has enrolled in our Internet Branch Online Banking and Mobile Banking with Bill Payer and any person authorized by the consumer to access Internet Branch Online Banking and Mobile Banking with Bill Payer (collectively "you", "your" or "yours").

You should refer to Appendix "A" of this Agreement for the meanings of certain capitalized terms used throughout this Agreement. All references to time of day in this Agreement refer to Eastern Standard Time.

By clicking , you are agreeing to the following terms and conditions.

I. Setup and Use of Internet Branch Online Banking and Mobile Banking with Bill Payer

1. Eligibility and Registration.

In order to use Internet Branch Online Banking and Mobile Banking with Bill Payer you must have a Checking Account with us. When you register for Internet Branch Online Banking and Mobile Banking with Bill Payer you will be asked to designate a Primary Checking Account and select a unique access code. Your access code is confidential and should not be disclosed to third parties. **You should keep your access code in a secure location. Any person having access to your credit union account no. and access code will be able to access the Internet Branch Online Banking and Mobile Banking with Bill Payer and perform all transactions, including reviewing Account information and making transfers to other Accounts and to other persons. You acknowledge that no person from the credit union will ever ask you for your access code.**

2. Access.

Internet Branch Online Banking and Mobile Banking with Bill Payer is generally accessible twenty-four (24) hours a day, seven (7) days a week. However, Internet Branch Online Banking and Mobile Banking with Bill Payer may be temporarily unavailable due to record updating or other maintenance or technical difficulties. In addition, access to Internet Branch Online Banking and Mobile Banking with Bill Payer is made available to you as the result of a license agreement between us and Online Resources Corporation ("Online Resources") or Access Softek. Therefore, any interruption of service or access caused by Online Resources or Access Softek may also prevent you from using Internet Branch Online Banking and Mobile Banking with Bill Payer. We reserve the right to modify, suspend, or terminate access to the Internet Branch Online Banking and Mobile Banking with Bill Payer at any time (for any reason) without notice to you or refund of fees you have paid.

3. Equipment and Software Requirements.

To use Internet Branch Online Banking and Mobile Banking with Bill Payer you need a computer or mobile phone with an Internet service provider and a Web browser [Browser requirements are listed on the login page]. You are responsible for the set-up and maintenance of your home computer or mobile phone and internet access.

II. Features of Internet Branch Online Banking and Mobile Banking with Bill Payer

1. Account Access.

You can use Internet Branch Online Banking and Mobile Banking with Bill Payer to access one primary checking account for bill pay. Internet Branch Online Banking and Mobile Banking with Bill Payer offers the following features:

- Viewing of Account balances and online transactions;
- Bill Payment.

These features are limited to the extent noted elsewhere in this Agreement and are subject to the terms and conditions contained in the various agreements governing your Accounts. You should refer to these agreements for restrictions and service charges.

2. Bill Payment.

a) Payee Designations and Limitations.

When you maintain a Payee list, you are electing to utilize the Bill Payment feature of Internet Branch Online Banking and Mobile Banking with Bill Payer. You may utilize the Bill Payment feature to make payments to a maximum of 45 Payees. No single payment to a Payee may exceed \$9,999.99. You are required to provide us with the name and address of the Payee, your account number with that Payee and any other information we require to properly debit your Primary Checking Account with us and remit payment to the Payee. We may refuse to allow you to designate a particular Payee or class of Payees. Currently, you are prohibited from designating a federal, state or local governmental or tax unit as a Payee. You are also prohibited from using Bill Payment to settle securities transactions, to make court-ordered payments, child or spousal support payments, or payments to a Payee located outside of the United States. All Bill Payments are made in U.S dollars. We reserve the right to refuse to honor a Bill Payment request that reasonably appears to us to be fraudulent or erroneous.

b) Scheduling Bill Payments.

In many cases, your Bill Payment will be electronically delivered to the Payee within two (2) business days of the start date you have selected. However, some Payees are unable or may choose not to accept electronic payments. In these cases, a check will be sent to the Payee using the U.S Postal Service. A Bill Payment that must be mailed can take up to five (5) business days to be delivered to the Payee. You must allow sufficient time (2 or 5 business days, depending upon how the payment will be remitted) for us to receive your Bill Payment request and process it so that the funds can be delivered to the Payee before the payment due date, excluding grace periods. (For mortgage payments, you must schedule your payments on or before the actual due date of your payment, excluding any grace period that your mortgage may provide). If you do not allow sufficient time for a payment to be made, you assume full responsibility for all late fees, finance charges, and any other actions taken by the Payee. When you add a Payee, we may contact the Payee to verify the information you have provided and the payment instructions. You will not be able to schedule a start date for a Bill Payment to a Payee until verification is completed (as noted by display of "Available" on your Bill Payment status field). Verification of a Payee can take up to ten (10) business days.

c) Processing Bill Payments.

1. "Future."

If I designate a Bill Payment as a "Future" transaction, I may request that the transaction be made on a future date that I may designate up to 364 days in advance of the Scheduled Initiation Date. Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from my designated account on

the Scheduled Initiation Date. "Future" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

2. "Recurring."

If I designate a Bill Payment as a "Recurring" transaction, I may request, and the ABE Federal Credit Union will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e. weekly, bi-weekly, monthly, etc). I will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from my designated account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

d) Inability to Process Bill Payments Due to Insufficient or Uncollected Funds.

We will attempt to notify you if a Bill Payment is not processed because there are insufficient or uncollected funds in your Primary Checking Account on the day the transaction is scheduled to occur. We shall not be responsible if we are unable to reach you, whether or not this is due to events beyond our control. You are responsible for making us aware of any changes in your current mailing address and home or business telephone numbers. In all cases, you are responsible for either making alternate arrangements for the Bill Payment or rescheduling the Bill Payment through Internet Branch Online Banking and Mobile Banking with Bill Payer .

e) Stopping Future or Recurring Bill Payments.

To stop a Future or Recurring Bill Payment, you must select the Bill Payment option on Internet Branch Online Banking and Mobile Banking with Bill Payer 's navigation bar and choose and complete the Delete Payments option in the Bill Payments Window. (Detailed instructions are found in the online Help of Internet Branch Online Banking and Mobile Banking with Bill Payer .) If you need assistance in stopping a Future or Recurring Bill Payment, you can call us at (800) 780-9496.

5. Authorizations and Provisions Applicable to Bill Payment

a) Authorization to Deviate from Bill Payment Instructions.

From time to time we may receive instructions from a Payee that directs us, in order to ensure the timely processing of your payment, to send your payment to an address other than the one that you provided us, or that directs us to make your payment electronically rather than by check, to an account owned by the Payee at another financial institution. You authorize us to follow those instructions, to help ensure that your payment is received by the Payee and promptly credited to your account with the Payee.

b) Reversing Entries to Make Corrections.

You authorize us to initiate any reversing entry or reversing file, and to debit your account with us or an account maintained elsewhere, in order to correct any mistaken entry.

c) Information Disclosure.

You authorize us to disclose information to third parties about you or your Accounts and the Bill Payments you make when it is necessary to verify or complete Bill Payments or to resolve a problem relating to a Bill Payment . Disclosure of information for other purposes shall be made in accordance with "Our Privacy Policy." (The document "Our Privacy Policy" is displayed immediately after this Agreement.)

d) Termination of Primary Checking Account.

Your access to Bill Payment will be suspended or terminated automatically if your Primary Checking Account is closed, or access to your Primary Checking Account is restricted for any reason. If you would like to change your selection of a Primary Checking Account, you must notify us by calling one of our branches.

e) Overdraft Protection.

Any Personal Overdraft Protection that you have obtained for a Linked Account will be accessible using Internet Branch Online Banking and Mobile Banking with Bill Payer transactions.

f) Custodians.

Custodians under UTMA certify that any funds withdrawn for Bill Payment from an Account are being used for the benefit of the Minor named on the Account and that they will hold the Bank harmless from any and all liability with respect to such transactions.

6. Acceptance of Terms and Conditions.

You agree to comply with the terms and conditions set forth in this Agreement and that such documents may be amended from time to time. You understand and agree that by requesting Internet Branch Online Banking and Mobile Banking with Bill Payer Service, you are authorizing ABE Federal Credit Union, and any agent, independent contractor, designee, or assignee that ABE Federal Credit Union may in its sole discretion select to conduct online banking transactions (including bill payment transactions that you may request) on your behalf. You authorize ABE Federal Credit Union to charge your account for providing Internet Branch Online Banking and Mobile Banking with Bill Payer Internet Banking Service.

III. Statements.

A monthly account statement will be provided to you for any Account that has had a Bill Payment occur during the monthly cycle. In any case, you will receive a statement for your statement Accounts at least quarterly. If you sign up for optional E-Statements they will be transmitted electronically.

IV. Fees.

You should note that depending on how you access the Internet Branch Online Banking and Mobile Banking with Bill Payer you may incur charges. These include:

- normal cycle service fees and service charges; and
- Internet service provider fees.

For savings accounts (with or without check-writing privileges), you may also incur an excess transaction fee for each transfer made through Internet Branch Online Banking and Mobile Banking with Bill Payer that exceeds the number of limited transfers permitted by Federal regulations each statement cycle. These fees are described in your deposit account agreement.

V. Parties' Responsibilities.

1. Your Rights and Responsibilities.

a) Authorized Use of Services by Other Persons.

You are responsible for keeping your access code and Account data confidential. We are entitled to act on instructions received using your access code, and you agree that the use of your access code will have the same effect as your signature authorizing the transaction(s). If you authorize other persons to use your access code in any manner, your authorization will be considered unlimited in amount and manner until you have notified us by calling 516-763-7514 or sending a message to our Member Service Department using the Internet Branch Online Banking and Mobile Banking with Bill Payer "Secure Mail" function that you have revoked the authorization. You are responsible for any transactions made by such persons until you notify us that transactions by that person are no longer authorized and we have a reasonable opportunity to act upon your notice and change your Password.

b) Reporting Unauthorized Transactions.

You should notify us immediately if you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call 516-763-7514 or contact us by sending a message to our Member Service Department using Internet Branch Online Banking and Mobile Banking with Bill Payer "Secure Mail" function.

2. Consumer Liability for Unauthorized Transactions.

NOTE: Federal law requires that if you believe your access code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your access code without your permission.

Please tell us AT ONCE if you believe your access code has been lost or stolen. Telephoning us at 516-763-7514 or sending a message to our Member Service Department through the Internet Branch Online Banking and Mobile Banking with Bill Payer "Secure Mail" function are the best way(s) of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your Account (plus your maximum line of credit available through any Personal Overdraft Protection you maintain with us). If you tell us within two (2) 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 (2) 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 sixty (60) days after the FIRST statement showing such a Transfer is mailed to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your Account. You must promptly examine your Account statement upon receipt. If you find that your records and ours disagree, you must call 516-763-7514 or write us at:

ABE Federal Credit Union
Electronic Banking Services Department
7-11 Front Street
Rockville Centre, NY 11570

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend these time periods.

Resolving Errors or Problems.

If you think your statement is wrong or if you need more information about a Transfer listed on the statement, contact us by telephone at 516-763-7514 or write us as soon as you can at:

ABE Federal Credit Union
Electronic Banking Services Department
7-11 Front Street
Rockville Centre, NY 11570

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

- (1) your name and Account number;
- (2) a description of the error you are unsure about, and an explanation of why you believe it is an error or why you need more information; and
- (3) the dollar amount of the suspected error.

If you tell us orally by contacting 516-763-7514 we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 ten (10) business days, we may not credit your Account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

3. The Bank's Responsibilities & Limitations on Responsibilities.

If we do not complete a bill payment from your Account or cancel a bill payment as properly requested on time and in the correct amount according to our Agreement with you, we are liable for your losses or damages. However, as noted in the next paragraph, there are some exceptions. We will not be liable, for instance:

- (1) if, through no fault of ours, you do not have enough money in your Account to make the bill payment;
- (2) if the bill payment would go over the limit on your Personal Overdraft Protection;
- (3) if the funds in your Account were attached or the bill payment cannot be made because of legal restrictions affecting your Account;
- (4) if the system was not working properly and you knew about the breakdown when you started the bill payment;
- (5) if circumstances beyond our control (such as an interruption of telephone service or telecommunication facilities, or a natural disaster such as a fire or flood) prevent the bill payment, despite reasonable precautions that we have taken;

(6) if you have not provided us with complete and correct Bill Payment information, including without limitation the name, address, account number and payment amount for the Payee on a Bill Payment;

(7) if the estimate of time you allow for delivery of a Bill Payment to a Payee is inaccurate, delays in mail delivery, changes in the address of a Payee or account number, or the failure of a Payee to account correctly for or credit a Bill Payment in a timely manner;

(8) if you have not properly followed the instructions for using Internet Branch Online Banking and Mobile Banking with Bill Payer ;

(9) any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with Internet Branch Online Banking and Mobile Banking with Bill Payer .

(10) any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Netscape Navigator[®], Microsoft Explorer[®], or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken[®] or Microsoft Money[®]), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Internet Branch Online Banking and Mobile Banking with Bill Payer ; or

(11) there may be other exceptions stated in our Agreement with you.

VI. Warranties of Fitness and Merchantability.

NEITHER WE, NOR ANY OF OUR SUBSIDIARIES NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING EQUIPMENT, BROWSERS OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

VII. Consumer Privacy.

Except as otherwise provided in this Agreement, information about you and your Accounts will be disclosed only in accordance with "Our Privacy Policy." (The document "Our Privacy Policy" is displayed immediately after this Agreement.)

VIII. Termination.

You are responsible for complying with all the terms of this Agreement. We can terminate your access to Internet Branch Online Banking and Mobile Banking with Bill Payer under this Agreement without notice to you if you do not pay any required fee when due, if you do not comply with this Agreement or the agreements governing your deposit accounts, or if your deposit account is not maintained in good standing. We may also terminate your access to Internet Branch Online Banking and Mobile Banking with Bill Payer if you do not sign on to the Internet Branch Online Banking and Mobile Banking with Bill Payer or do not have any Transfer or Bill Payment scheduled through the Internet Branch Online Banking and Mobile Banking with Bill Payer during any consecutive three (3) month period.

You may terminate your access to Internet Branch Online Banking and Mobile Banking with Bill Payer by calling 516-763-7514. **Your termination of your Internet Branch Online Banking and Mobile Banking with Bill Payer will automatically terminate any pending payments.**

IX. Changes in Terms and other Amendments.

We may add, delete or amend terms, conditions and other provisions (including fees and charges) described in this Agreement at our discretion. We will notify you in the manner required by applicable law. In the event the notice of change is not subject to a legal or regulatory requirement, we reserve the right to notify you by e-mail or by posting the change on our Website. You are bound by such change if you use Internet Branch Online Banking and Mobile Banking with Bill Payer after the effective date of the notice.

X. Other Provisions.

1. Electronic Notice.

Internet Branch Online Banking and Mobile Banking with Bill Payer "Secure Mail" (provided on the Internet Branch Online Banking and Mobile Banking with Bill Payer pages) is secure mail that you may use to compose and send messages concerning only Internet Branch Online Banking and Mobile Banking with Bill Payer Internet Banking transactions to our Customer Service Department. (If you select the E-mail function on our ABE Federal Credit Union Website - and not Internet Branch Online Banking and Mobile Banking with Bill Payer Mail - the E-Mail communication that you send will be launched via your E-Mail software program and, as a result, will not be secure.)

There may be times when you need to speak with someone immediately. In these cases, **do not use Internet Branch Online Banking and Mobile Banking with Bill Payer "Secure Mail."** Instead, call us at 516-763-7514.

2. Hours of Operation.

Our representatives are available to assist you 7/24 except for certain holidays by calling 800-780-9496.

3. Geographic Restrictions.

The Internet Branch Online Banking and Mobile Banking with Bill Payer described in this Agreement is solely offered to citizens and residents of the United States of America residing in the United States of America. Citizens and residents may not be able to access the Internet Branch Online Banking and Mobile Banking with Bill Payer outside the United States of America.

4. LIMITATION ON LIABILITY.

BY USING INTERNET BRANCH ONLINE BANKING AND MOBILE BANKING WITH BILL PAYER YOU ACKNOWLEDGE THAT WE SPECIFICALLY DISCLAIM ANY LIABILITY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT A USER'S COMPUTER) INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO OR USE OF [SERVICE NAME] SITE (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

5. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to New York conflict of law provisions. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.

Appendix "A" to Internet Branch Online Banking and Mobile Banking with Bill Payer Agreement

Account means a deposit account (except Ineligible Accounts) that you maintain with us for personal, family or household use.

Account Access means your ability to access balance and transaction information, transfer funds between deposit accounts, or engage in bill payment via personal computer.

Account Agreement means this Agreement, and the agreement between you and us that governs the use of your Account, including deposit account agreements, funds availability and electronic fund transfer disclosures, and the schedule of fees and charges provided to you at account opening, all as shall be amended from time to time.

Bill Payment means the Internet Branch Online Banking and Mobile Banking with Bill Payer feature that allows you to pay funds to designated Payees based upon your instructions to us via a personal computer.

Business Day means every weekday that we are open for business, except federal or state banking holidays.

Checking Account means a Basic Checking or Super or Super Plus Checking Account.

Electronic means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

Ineligible Account means an Account that is not eligible to be linked to Internet Branch Online Banking and Mobile Banking with Bill Payer because of: (i) the manner in which the Account is maintained (for example, a court-ordered guardian Account), (ii) the legal status of the account (for example, an account where one of the account owners is deceased or the balance of which is restrained due to legal process), or (iii) account type (for example, a Minor Savings Account.)

Linked Accounts means Accounts that are accessible through Internet Branch Online Banking and Mobile Banking with Bill Payer .

Internet Branch Online Banking and Mobile Banking with Bill Payer shall mean the features and services available to you using Internet Branch Online Banking and Mobile Banking with Bill Payer Service.

Access code means the access code that you designate for first time access to Internet Branch Online Banking and Mobile Banking with Bill Payer.

Payee means any individual, financial or educational institution, company, merchant or other business entity we allow you to make Bill Payment to using Internet Branch Online Banking and Mobile Banking with Bill Payer .

Primary Checking Account means the Checking Account that you have authorized us to debit in order to make a Bill Payment to a Payee.

Transfer means an electronic banking transaction.

Please read all policies and disclosures on the ABE website.

The Supervisory Committee

The Supervisory Committee is elected from among the members of the credit union. This committee is responsible for protecting members' funds and interests while ensuring the effectiveness of the internal controls within the credit union.

The Committee also oversees the internal audit function and engages an independent firm to conduct an annual examination of the credit union. If any member has an unresolved questions or concerns, they may contact the Supervisory Committee via one of the following means:

Chairperson of the Supervisory Committee
PO Box 4002
New York, NY 10023