



TERMS AND CONDITIONS

ONLINE HOME BANKING

Introduction:

This page explains the terms and conditions for using our Online Home Banking Service and provides certain disclosures and information to you concerning the service. Each of your accounts at the Credit Union is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure you received when you opened your account.

Access Your Accounts:

The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection it is recommended that you change your home banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between your accounts without your permission, notify the Credit Union at once at or (716) 837-2007.

You cannot use E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within the Internet Home banking service, call (716) 837-2007 or visit the Credit Union for these functions.

Fees:

MORTON LANE assesses no fees for use of the home banking service, however, you may incur fees due to your use of this service if it causes your account to be overdrawn. All other fees in your original membership agreement also apply.

Available Services and Limitations:

Members through the Online Home Banking service may perform the following functions:

- Transfers: You may transfer funds from your Share (Savings) and Share Draft (Checking) to other related account including loans and Christmas clubs.
- Account Balances: You may view your account balance for each account at the Credit Union. There may be drafts written against your account, or other electronic items such as debit card transactions that have not yet been presented to the Credit Union for payment.
- Access bill pay to initiate payments.

Transaction History:

You may view the transaction history for every account that you are on. History will go back 90 days from the current date.

- Password Changes: You may change your password at any time from within the home banking section, under settings. For your protection we recommend that you change your home banking password regularly.
- Check Search: You may search for drafts that have cleared your account. You may also list clearings by date cleared or by check number. The oldest check available will be 90 days from the current date.
- Downloading Financial Information: You may download your financial information from the Online Home Banking program into several financial software programs.
- Additional Services: From time to time, we will announce additional services, which are available through our Online Home Banking service. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

MORTON LANE reserves the right to limit access or cancel on-line access at any time.

Operating Systems and Security:

Our Online Home Banking site is designed to operate using the World Wide Web technologies and protocols, which are adaptable to a wide range of systems. The home banking section uses SSL encryption and requires a browser with the ability to use SSL encrypted connections. Some older browsers may not be able to connect to the site without first updating the browser. Our server uses 128-bit domestic encryption and 40-bit international encryption, depending on the user's browser.

We use cookies to help us administer the home banking section. Some browsers allow you to reject cookies from servers. If cookies are disabled, you must enable at least per session cookies or you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to view information. A cookie cannot be used to extract data from your PC. We do not store your Access Code, User Id or Password in your cookie.

The cookie we set will 'time out' your access authority to our Online Home Banking service. Until it times out, you can come back to our home banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if

your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to logout from the Online Home Banking service. An idle connection will time out, and automatically log you out. Time Out is set for: 7 minutes.

Privacy:

Our home banking database is a private system operated for the exclusive use of our members. We use SSL encryption to insure the privacy of your information when sending data between the Credit Union's home banking server and your PC.

The server logs all home banking authenticated logins. We use this information for internal review and product evaluations only. We never sell, transfer, or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us including, but not limited to: failed login attempts and other activity we consider a threat to the home banking system. In these cases, we will share this information with other companies, agencies, and law enforcement officials as we see fit.

Liability for Unauthorized Transfers:

Tell the Credit Union IMMEDIATELY if you believe your password has been lost or stolen and immediately change your password from within the home banking section. Calling is the best way to notify us immediately. You could lose all the money in your account. 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 password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows payments and/or transfers that you did not make, notify us IMMEDIATELY. If you do not tell us within sixty (60) days after the statement was 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.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us **immediately**:

Morton Lane Federal Credit Union

388 Englewood Avenue, Buffalo, NY 14223 (716) 837-2007

Statements:

All transactions generated by you through the Credit Union's home banking service and any home banking fees will appear on your monthly or quarterly statement.

Our Liability:

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the home banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

The Morton Lane FCU offers a number of products and services to its members. The Morton Lane FCU is not responsible for the failure of any or all of these products or services due to weather, technology, human error, geographical location, physical malfunction or any other reason.

The Morton Lane FCU is the owner of all the products and services we offer and the Morton Lane FCU can rescind or discontinue the use of any or all products or services from any or all members at any time and without any notice.

Errors and Questions:

In case of errors or questions about your electronic transfers, telephone us at (716) 837-2007 or write us at the address below as soon as you can. We must hear from you no later than sixty (60) days after you learn of the error. You will need to tell us:

- Your name and account number
- Why you believe there is an error and the dollar amount involved
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after the ten (10) business days. 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 during the investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error resolution procedures, call us at the telephone number shown below.

Morton Lane Federal Credit Union

388 Englewood Avenue

Buffalo, New York 14223

Phone: (716) 837-2007

Fax: (716) 837-0174