

## Terms, Agreements, and Disclosures of Brewster Federal Credit Union's Online Banking Services

This agreement is between Brewster Federal Credit Union (hereinafter "we, us, or our Credit Union"), and each member who has enrolled in Online Banking, together with any person who is authorized by a member to use or access their Online Banking ("hereinafter referred together as "you, your or yours"). Brewster Federal Credit Union's Online Banking is an electronic service provided to increase the convenience for our members. This Agreement supplements other terms and conditions in other Brewster Federal Credit Union agreements and disclosures, which you may have previously agreed to. To the extent there is any conflict between the terms and conditions of other agreements and this one, this agreement will govern our relations with you for the Online Banking. You warrant and agree that you will not use Brewster Federal Credit Union accounts or services, to make or facilitate any illegal transactions as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that Brewster Federal Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold Brewster Federal Credit Union harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use. Electronic Disclosure: After you have carefully read this Agreement in its entirety, please indicate your consent to the same and to receiving this Agreement and Initial Disclosure ("Agreement", electronically by clicking "I Acknowledge". If you are not in agreement with this Agreement, please exit this web site. **YOUR USE OF THIS WEB SITE SHALL CONSTITUTE YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT.**

1. Protecting Your Online Banking Transactions. Security is of utmost importance for Brewster Federal Credit Union. Brewster Federal Credit Union strives to provide the most secure environment possible for worry-free online account access. We continually evaluate new technologies to take advantage of evolving security enhancements. Unique User IDs and Passwords are designed to protect your identity. The privacy of communications between your computer and Online Banking is ensured by the use of encryption. Encryption scrambles information so that unauthorized parties cannot use it. Brewster Federal Credit Union uses a 256-bit Secure Sockets Layer (SSL) encryption. When visiting Brewster Federal Credit Union's Online Banking web site, notice the Internet browser displays a closed padlock and the address bar displays https://. This ensures that information is being encrypted. We also provide virus protection, network scanners, password management, and firewalls.

2. Definitions. As used in this Agreement, Accounts refers to your checking, savings, or loan accounts you have with Brewster Federal Credit Union; Services refers to collectively any or all programs, software, products and services offered by Online Banking which allows you to perform transactions via an Internet connection; Transaction refers to any deposit, payment, transfer, or other instruction relating to any account provided by the Credit Union; Online Banking refers to the software program that hosts Online Banking.

3. Eligibility. In order to enroll and activate the Online Banking, you must be eligible to maintain an account with us. To use the Online Banking, you must use a personal computer or other device with the capacity to interface by modem or otherwise with Brewster Federal Credit Union's system. Brewster Federal Credit Union is not responsible for providing any equipment, service, or advice related to equipment necessary to interface with our system, and is not responsible for any error in connection, transmission or otherwise regarding any system,

software, entries, or instructions. When using Brewster Federal Credit Union's Online Banking you must, when prompted, enter your member number as the User ID and your Password. By entering the correct information you will have direct access to your Brewster Federal Credit Union accounts.

4. Equipment Requirements. To use Online Banking, you need a computer with a modem and a web browser (such as Microsoft Internet Explorer, Netscape Navigator, Mozilla, or an equivalent). You are responsible for the set-up and maintenance of your home computer and modem and web browser.

5. Access. Your accounts can be accessed via a personal computer. Internet service will be available for your convenience 24 hours per day. This service will be interrupted for a short time each day and at the beginning of each month for data processing. It may be interrupted to allow for system upgrades and enhancements. We reserve the right to refuse any transaction, which would draw upon insufficient funds, thereby lowering an account below a required balance. The service will discontinue if no transaction is entered after unsuccessful attempts to enter a transaction, and there may be limits on the duration of each Internet connection. You will have 3 attempts to accurately log in to your online account. If you become locked out, please contact Brewster Federal Credit Union. Online Banking allows you to review recent transactions on loans, checking, and savings accounts; to transfer funds among your accounts; to transfer funds to another account on which you are a joint owner within Brewster Federal Credit Union; to see a summary of your accounts; to make transfer payments to loan accounts; and to receive and send electronic messages to the Brewster Federal Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we receive your message during regular business hours, and have reasonable opportunity to act. If you need to contact the Brewster Federal Credit Union immediately, you may call (330) 767-4345 and ask for the department you need.

6. User ID and Password. You will be assigned a personal User ID and a Password that you will use to obtain access to the Online Banking. You authorize us to follow any instructions entered through the Service using your User ID and Password. Because your User ID and Password can be used to access your Accounts and to access information about these Accounts, you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene, or threatening when defining your Password or any other personalization of your Accounts.

7. Sharing Your User ID and Password with Others. You agree not to give or make available your User ID, Password, or account numbers to any person who is not authorized to access your Online Banking. If someone to whom you have granted authority to use your User ID and Password exceeds such authority, you are fully liable for all payments made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization and/or in excess of your authority.

8. Termination. You may terminate your use of the Service at any time by contacting Brewster

Federal Credit Union.

9. **Limitation of Liability.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the maintenance of the Brewster Federal Credit Union or web site, even if we have been advised of the possibility of such damages or losses. We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, the failure or unavailability of Internet access; problems with Internet service providers, any defect or malfunction of your PC, modem, or telephone line.

10. **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement between you and Brewster Federal Credit Union related to the Online Banking Service. Any other agreement or disclosure with respect to your accounts for the services made by or with Brewster Federal Credit Union is separate and distinct from this Agreement.

11. **Amendments.** We may amend or change any of the terms and conditions of this Agreement at any time upon reasonable notice to you. If you do not agree to the change or amendment, you may notify us prior to the effective date of the change or amendment and cancel your access to the Service. Your continued use of the Service after the effective date of change will be deemed acceptance of the change or amendment.

12. **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.