

NEFCUOnline / MOBILE BANKING TERMS AND CONDITIONS AND ELECTRONIC FUND TRANSFERS DISCLOSURE (Effective: July 14, 2017)

The Terms and Conditions in this Agreement supersede the "Computer Transfers" section of "Electronic Fund Transfers" section of "Important Account Information for Our Members" and the "Electronic Funds Transfer Disclosure" delivered through PC Banking.

Please read these Terms and Conditions carefully and keep them for future reference.

Definitions. The words "you" and "your" refer to either and all of the persons completing the online registration. The words "we," "us," and "our" refer to New England Federal Credit Union. The words "your accounts" refer to your deposit/share and your loan accounts. The words "Internet service" refer to our online, web and mobile banking services, also called NEFCUOnline. The word "terms" refers to these Terms and Conditions. "ACH" refers to Automated Clearing House.

Security. Subject to the terms set forth below, we will provide you with tools to access your accounts via the Internet using your device to access the world wide web along with your member number and password. We will employ such security measures as in our reasonable judgment are appropriate to secure our Internet services. Use of services will require proper identification and authorization, which may include but not be limited to: usernames, passwords, device ID, temporary access codes, and biometric identification (such as a fingerprint). You can arrange to change your password through NEFCUOnline or by calling us at the number set forth below. We can reset your password, but you will be prompted to change your password again to something only you will know. We may provide you with a temporary password at account opening which you will be required to change at initial login. You will not use our Internet services for unauthorized purposes. We may monitor and audit transactions you make through these services.

Internet Banking Services. The Internet banking services are designed to automate the banking requirements of members who need the flexibility and convenience of 24-hour access to the following services:

- Transfer funds between your deposit/share accounts.
- Make payments from your deposit/share accounts to your loan accounts.
- Make payments from your deposit/share accounts to third parties pursuant to our Bill Payment service described below.
- Transfer funds from lines of credit you have with us to your deposit/share accounts.
- Transfer funds from any of your accounts at any financial institution to any other account held by you or another person at the same or another financial institution.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.
- Originate and fund new accounts.
- Access your recent account information and download account transactions through personal financial management software such as Quicken and FinanceWorks.
- Produce historical transaction reports
- Receive mail notification from the credit union regarding:
 - Statements and notices
 - Account Alerts
 - Clearing of specific checks
- Communicate with the credit union via electronic channels
- Stop Payments
- View statements and notices
- Order eChecks
- Access your VISA Credit Card information

With Bill Payment options:

- Pay bills to merchants, institutions, or individuals with a US address from a designated checking account
- Set up recurring bill payments
- Verify and modify pending payment schedules
- Produce reports
- Communicate with us about the status of a bill payment
- Arrange to have certain bills presented electronically

Limitations:

- The following frequency and/or dollar limitations apply to transfers you request through our Internet service.
 - Internal transfers are limited to \$99,999.99 per transfer.
 - Individual bill payment items are limited to \$9,999.99.
 - Daily bill payment limit is \$19,999.99
- We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit/share account or any overdraft line of credit on that deposit/share account.

Limitations on Frequency of Transfers. In addition to the limitations described, certain accounts and loans may have limitations that prevent or limit Internet transfers. This includes any limitation described in our Membership Agreement, Loan Agreements and any Account Agreements. At our discretion, certain accounts and loans may be viewed online with no access to transfers or payments. For security reasons, there may be other limitations on the number of transfers you can make.

- During any month, you may not make more than six withdrawals or transfers from a Power account to another credit union account of yours or to a third party by means of a preauthorized, automatic, or NEFCUOnline transfer, telephonic order or instruction, or by check, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union and an Excess Debit fee will be charged as disclosed in our Pricing Schedule.

Mobile Banking: Mobile Banking services include:

- Access to account information
- Transfers to loans or other accounts
- Historical transactional information
- Pay bills to merchants, institutions, or individuals with a US address from a designated checking account
- Locate a NEFCU Branch or ATM.

Restrictions and limitations may change at any time without prior notice.

Online Bill Payment Program. Our Bill Payment services requires the execution of a separate agreement and may involve third party service providers or senders. You will be presented with this Agreement when you sign up for online bill payment services.

Hardware and Software Requirements. The minimum computer hardware and software requirements to participate in our Internet service are: a browser and operating system combination supported by the browser vendor, a screen resolution of 1024 x 768 pixels or higher, current Adobe Acrobat Reader, Java Script enabled and Java in your browser, and Cookies enabled in your browser. A valid email address is also required. We can change these requirements and will give you advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our Internet service. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

Electronic Disclosures and Notices. This Disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- 1) Your consent applies to disclosures and notices regarding your accounts or our Internet service, and it applies to your periodic account statements;
- 2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- 3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain this free of charge by calling us;
- 4) You can withdraw your consent at any time by calling us; and
- 5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your accounts, our Internet service, or your periodic statements, except for stop payment orders, by email using our then current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have notices confirmed upon our request.

Stop-Payment Orders. To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop-payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

Please refer to our Pricing Schedule for the amount we will charge you for each stop-payment order you give.

Hours of Operation. You ordinarily can participate in our Internet service 24 hours a day, 7 days a week. However, we reserve the right to suspend our Internet service from time to time as we deem appropriate.

Transaction Posting. Transactions entered on our website on any business day will be posted in real time as they occur. You may edit or cancel a bill payment transaction up until 4:00 P.M. Eastern Time on the scheduled Send On date. Once scheduled, Expedited payments cannot be edited or cancelled.

Assignment and Delegation. We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

Termination. We can terminate your right to participate in our Internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. We may terminate this agreement if you fail to use our Internet service for a prolonged period of time. Either you or we can terminate this agreement without cause and with no advance notice.

Changes in Terms. We can change these terms by giving you notice as required by law. Continued use of our Internet service by you after notice of a change in terms constitutes acceptance of the change.

Notices. Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

Irreconcilable Conflicts. These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our Internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our Internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

Software and Service Provided As Is. The Internet banking service and related software and access are made available to you "as is" without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for particular purpose or freedom from computer virus. We make no representations that they will work on your computer, or will be suitable for your intended purposes.

FEES

The Credit Union offers the benefits and convenience of NEFCUOnline for free. The Bill Payment service is also free for consumers. Business members will be charged a fee of \$6.00 per month. Expedited payments are \$4.95 for electronic (ACH) and \$24.95 for those delivered by check. Please refer to our Pricing Schedule for any other charges that may apply to your account. In addition, you may be charged access fees by your wireless carrier based on your individual plan. Web access is needed to use the mobile banking service. Check with your wireless carrier for details on specific fees and charges.

We can debit any fees to any of your deposit/share accounts without notice.

DOCUMENTATION

Periodic Statements. You will get a monthly statement from us for your share draft/checking account. You will get a monthly account statement from us for your deposit/share savings accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

FINANCIAL INSTITUTION'S LIABILITY

Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time and in a correct amount according to our agreement with you, we will be liable for your losses or damages. However, 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 transfer.
- 2) If you have an overdraft line, and the transfer would go over the credit limit.
- 3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- 5) There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- 1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
- 2) Problems relating to your access to the Internet.

PRIMARY ADMINISTRATOR

Non-personal account access will be granted to a Primary Administrator upon receipt of the appropriate duly adopted Resolution. The Primary Administrator will have full access to the account(s) through Online Banking. The Primary Administrator can allow online access to others through Shared Access. A member may replace the Primary Administrator, or revoke access at any time, upon the submission of a duly adopted Resolution. When you allow someone to access your account(s), by naming them Primary Administrator for example, you are liable for all such transactions, even if that person exceeds the authority that you gave – EXCEPT for transactions occurring after you tell us that you have cancelled that person's authority. Tell us AT ONCE if you believe that an account transaction has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account.

CONFIDENTIALITY

We can disclose information to third parties about your account or the transfers you make:

- 1) Where it is necessary for completing transfers; or
- 2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) In order to comply with the requests of certain government agencies, or with Court Subpoenas or Orders; or
- 4) As explained in our separate privacy disclosures.

UNAUTHORIZED TRANSFERS

Consumer Liability. When you allow someone to access your account(s), (by sharing your password for example, and not in any way limiting the means of authorization,) you are **liable** for all such transactions, even if that person exceeds the authority that you gave – EXCEPT for transactions occurring after you tell us that you have cancelled that person's authority. Please note that the architecture of some biometric systems, such as a fingerprint reader, grants all users of the device equal access to accounts. Only enable these settings if you are the only registered user of your device, or it is your intent to share access to your accounts with other users of the device. Tell us AT ONCE if you believe your member number, password, or access device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone uses your code without your permission. For purposes of these disclosures, our business days are Monday through Saturday excluding any Federal Holidays. If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we prove we could have stopped someone from using your 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 60 days after the statement was mailed to you or was provided electronically if you consented to receiving the statement that way, 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 a hospital stay) kept you from telling us, we will extend the time periods.

Contact in Event of Unauthorized Transfer. If you believe your access information has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you, or provided electronically to you if you consented to receipt that way, 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.

If you tell us orally, we may 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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. You may ask for copies of the documents that we used in our investigation.

NEW ENGLAND FEDERAL CREDIT UNION
141 HARVEST LANE, P.O. BOX 527
WILLISTON, VT 05495
Business Days: Monday through Saturday
Excluding Federal Holidays
Phone: 802-879-8790 or 800-400-8790
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Important: When you apply for and/or use any of these Electronic Services you are entering into a contract with the Credit Union. The following Terms are part of the Contract and are binding upon you.

1. You authorize the Credit Union to investigate your credit standing including requesting and using a report from an outside credit reporting agency at any time. If you request it, we will tell you whether or not we ask for such a report and if we have, we will tell you the name and address of the agency or agencies.
2. You understand and acknowledge that by accessing these electronic services provided by New England Federal Credit Union, you are agreeing to indemnify and hold New England Federal Credit Union harmless from any and all loss or damage occasioned by the use of your password/PIN, and resulting access to your accounts - whether unauthorized or not.
3. You will take all reasonable precautions to prevent the unauthorized disclosure of your password/PIN. If you disclose your password/PIN to any person and/or permit any person to use your password/PIN, you shall be liable for use of your password/PIN by that person. You will notify the Credit Union that transactions by that person are no longer authorized. Upon notification, the Credit Union will, as soon as possible, block further Internet Banking/Mobile Banking transactions on your accounts.
4. Waiver of Rights: The Credit Union can delay enforcing any of its rights against you under this agreement without losing them. You accept all the items and conditions contained in this agreement and acknowledge that you have received a complete copy of the agreement.

OTHER TERMS AND CONDITIONS

Legal Action. If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our costs for such action, including any reasonable attorney's fees. You also agree to pay all of our post-judgment collection costs and expenses, including reasonable attorney's fees. This provision does not apply to any action in connection with any credit account. In such cases, the account agreement will govern these costs.

Other. From time to time the Credit Union may monitor telephone calls regarding your accounts to assure the quality of service.