

# Registration Disclosure

## EMPOWER FEDERAL CREDIT UNION ONLINE BANKING AGREEMENT AND DISCLOSURE

This Empower Federal Credit Union Online Banking Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the Online Banking Service offered to you by Empower Federal Credit Union ("Empower"). This Agreement is subject to and incorporates by reference the Consumer Membership and Account Agreement or Business Membership and Account Agreement governing your account using the Online Banking Service. To the extent any of the terms of this Agreement are inconsistent with or contrary to the provisions of the applicable Membership and Account Agreement, the terms of your Consumer Membership and Account Agreement and/or Business Membership and Account Agreement shall control, as applicable to your account using the Online Banking Service. The Digital Banking Service permits you to electronically initiate account transactions involving your accounts and communicate with Empower. This Agreement and Disclosure describes the Electronic Funds Transfer (EFT) services and the terms for using them. Please read and retain with your records.

In this Agreement, the words "you", "your" and "yours" mean those who request and use the Empower Online Banking Service, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean Empower. The word "account" means any one or more accounts you have with Empower. By requesting and using the Empower Online Banking Service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

EMPOWER FEDERAL CREDIT UNION ONLINE BANKING SERVICE. Our Internet address is <https://www.empowerfcu.com/>

ACCOUNT ACCESS. Once we enroll you for the Empower Online Banking Service, you may use your personal computer or mobile device to access your accounts. You must use your Online Banking credentials to access your accounts. The Online Banking Service is normally accessible seven (7) days a week, twenty-four (24) hours a day except for short periods for scheduled maintenance and/or upgrades. Use of this service requires an up-to-date Internet or mobile browser that we support to access your Account through the Online Service, or if accessing your Account through our mobile application. You also must have access to hardware and software that permits receipt and retention of the electronic transmissions. You are responsible for the installation, maintenance and operation of any software and your computer. Empower will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer. If you are not personally enrolled in our Bill Payment Service, you may enroll by submitting the separate Bill Payment Registration.

TYPES OF TRANSACTIONS. At the present time, you may use the Empower Online Banking Service to:

- \* Transfer funds between your checking, savings and loan accounts.
- \* Review account balances, transaction history and tax information for any of your checking, savings or loan accounts.
- \* Download your account information to financial management software programs.
- \* Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes if you have separately applied for the Bill Payment Service.
- \* Conduct other transactions permitted by Empower.
- \* Communicate with Empower using the secure Communications Center.

Mobile Banking transactions are included but not limited to viewing balances, transferring funds, paying bills, and depositing checks.

Transactions involving your accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

TRANSFER AND SERVICE LIMITATIONS. The following limitations on Empower Online Banking Service transactions may apply in using the services listed above.

A. Transfers. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your Account or Loan Agreements. Empower reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

B. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy.

C. Email and Secure Messaging. You may use secure messaging in the Communications Center or email to send messages to us. Messaging may not, however, be used to initiate a transfer on your account, a debit card PIN change or a stop payment request. We may not immediately receive your message communications that you send and we will not take action based on secure messaging or email requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact Empower immediately regarding an unauthorized

transaction or stop payment request, you may call Empower at the telephone number set forth in the Security of Online Banking Services section.

**SECURITY OF ONLINE BANKING SERVICES.** Use of the Empower Federal Credit Union Online & Mobile Banking service is required to access your statements, notices, disclosures online. You agree not to give or make available to unauthorized individuals your Online Banking credentials, including your username, password or other means of access to your account or account records. If you permit other persons access to your account information, including your Online Banking credentials, you may be responsible for any transactions they conduct on your account(s). If you fail to maintain the security of your account information and credentials, including your username or password and Empower suffers a loss, we may terminate your Empower Online Banking Service and account services immediately. If you believe that your account information or credentials, including your username, password or other means to access your account has been lost or stolen, or that someone may attempt to use your account information without your consent or has transferred money without your permission, you must notify Empower Federal Credit Union at once by calling 315-477-2200, during normal business hours.

**USERNAME.** To access Services, you must use your username and password. You will be able to choose your own username and password, provided that it meets our security requirements and is not already in use.

**PASSWORD.** A password is required to access Services in conjunction with your username. To help safeguard your password, you should change it frequently. Your password can be used to access money and information about your Accounts; you are responsible for keeping your password and Account data confidential. You agree you will not provide or give access to your password to another party. Disclosing your password constitutes authorization for use by others and you agree to be liable for their actions, including those of additional parties to whom they may disclose your password, in each case, whether disclosure occurs intentionally or inadvertently.

**SECOND-FACTOR AUTHENTICATION.** Multi-factor authentication options are available to secure your account and are strongly recommended. You can configure second-factor authentication upon your initial enrollment in Online Banking or at any time thereafter. We will never ask you for your second-factor authentication code. Disclosing your authentication code constitutes authorization for use by others and you agree to be liable for their actions, including those of additional parties to whom they may disclose your authentication code, in each case, whether disclosure occurs intentionally or inadvertently.

**LIABILITY FOR UNAUTHORIZED ACCESS.** Subject to the terms of your Consumer or Business (as applicable) Membership and Account Agreement, you are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the Empower Online Banking Service or your Online Banking credentials, you are responsible for any transactions they authorize or conduct on any of your accounts.

**NOTE: BECAUSE THE ONLINE BANKING SERVICE IS A FAST AND EASY WAY TO TRANSFER MONEY, THIRD PARTIES MAY ATTEMPT TO FRAUDULENTLY OR IMPROPERLY OBTAIN ACCESS TO YOUR ACCOUNT OR CAUSE YOU TO SEND MONEY FROM YOUR ACCOUNT. EMPOWER IS NOT RESPONSIBLE FOR TRANSACTIONS THAT YOU INITIATE, EVEN IF YOU WERE IMPROPERLY OR FRAUDULENTLY INDUCED TO MAKE THE PAYMENT, OR THE PAYMENT WAS MISTAKENLY MADE BY YOU.**

**WE WILL NEVER CALL, EMAIL, TEXT MESSAGE, OR CONTACT YOU TO SPECIFICALLY REQUEST YOUR ACCOUNT INFORMATION, SUCH AS YOUR ACCOUNT NUMBER, DEBIT CARD NUMBER, ONLINE BANKING CREDENTIALS, OR ONLINE BANKING ACCESS CODE. WE HAVE THIS INFORMATION. IF YOU RECEIVE A PHONE CALL, EMAIL, TEXT MESSAGE, OR OTHER DIRECT COMMUNICATION APPEARING TO BE FROM EMPOWER AND REQUESTING YOUR PERSONAL ACCOUNT INFORMATION, IT MAY BE FRAUD. YOU MAY BE LIABLE IF YOU PROVIDE YOUR ACCOUNT INFORMATION TO INITIATE OR AUTHORIZE A PAYMENT IN THESE SITUATIONS, EVEN IF THE REQUEST IS FRAUDULENT OR IF YOU ARE THE VICTIM OF FRAUD. IF YOU THINK YOU MAY BE THE VICTIM OF FRAUD YOU SHOULD CONTACT US IMMEDIATELY.**

**FEES AND CHARGES.** There are no charges for using Empower Online Banking and Bill Payment Services, however any fees applicable to your accounts with Empower as set forth on Empower's Fee Schedule will apply. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

- \* If you give us your written permission.
- \* As otherwise permitted by law.

**EMPOWER'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Empower will not be liable:

- \* If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- \* If you used the wrong Online Banking credentials or you have not properly followed any applicable computer, Internet Access or Empower user instructions for making transfer and bill payment transactions.
- \* If your computer fails or malfunctions or the Empower Online Banking Service was not properly working and such problem should have been apparent when you attempted such transaction.
- \* If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- \* If the funds in your account are subject to an administrative hold or any other legal process, such as garnishment, levy, attachment or other claim.
- \* If you have not given Empower complete, correct and current instructions so Empower can process a transfer or bill payment.
- \* If the error was caused by a system beyond Empower's control, such as your Internet Service Provider.
- \* If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account or if you receive notice from a merchant or institution that any payment you have made through the Bill Payment Service remains unpaid and you fail to notify us promptly of that fact.
- \* If the payee was a merchant or institution that you are not permitted to designate.

**TERMINATION OF EMPOWER FEDERAL CREDIT UNION ONLINE BANKING SERVICE.** We may terminate this Agreement and your use of the Empower Online Banking Service if you or any authorized user of your account or Online Banking credentials breach this or any other agreement with us or if we have reason to believe that there has been an unauthorized use of your account or Online Banking credentials. Empower also reserves the right to terminate access to Bill Payment after ninety (90) days of inactivity and Online Banking after one hundred eighty (180) days of inactivity.

You can terminate this Agreement by notifying us in writing or calling us. Termination of service will be effective two business days following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**NOTICES.** Empower reserves the right to change the terms and conditions upon which this service is offered. If required by law, Empower will mail notice to you before the effective date of any change. Use of the Empower Online Banking Service is subject to existing regulations governing your accounts and any future changes to those regulations.

**BILLING ERRORS.** In case of errors or questions about your Empower Online Banking Service transactions, telephone us at the phone number provided or write to us as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- \* Tell us your name and account number.
- \* Describe the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- \* 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 ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we 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 funds 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.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days.

If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

**ENFORCEMENT.** You agree to be liable to Empower for any liability, loss or expense as provided in this Agreement that Empower incurs as a result of any dispute involving your accounts or services. You authorize Empower to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, or any post judgment collection actions, if applicable.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of New York, and the Bylaws of the Credit Union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of this Agreement will prevail to the extent any such law, regulation or rule may be modified by agreement between us.

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