

ONLINE ACCESS AGREEMENT

Agreement - This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at Sunmark Federal Credit Union (Sunmark FCU) through Online Banking. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records.

The terms and conditions of the deposit agreements and disclosures for each of your Sunmark Federal Credit Union accounts as well as your other agreements with Sunmark Federal Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of New York (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Sunmark FCU's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Modifications to this Agreement - Sunmark Federal Credit Union may modify the terms and conditions applicable to Online Banking from time to time. We will notify you of any changes by mail at the address shown on our account records, by sending you an email, or by providing a notice of the revised terms within the Online Banking system. The revised terms and conditions will be effective at the earliest date allowed by applicable law. We reserve the right to terminate this agreement and your use of Online Banking, in whole or in part, at any time.

Definitions - As used in this Agreement, the words "we," "our," "us," and "Bank" mean Sunmark Federal Credit Union. "You" and "your" refer to the accountholder authorized by Sunmark Federal Credit Union to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at Sunmark Federal Credit Union. "Online Banking Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday. Holidays are not included.

Access - To use Online Banking, you must have at least one account at Sunmark Federal Credit Union, access to Internet service, and an active email address. To receive your login credentials, you can visit a branch location, or contact a Sunmark representative via online chat or by calling (866) SUNMARK. You can delete any of your Sunmark Federal Credit Union accounts by putting the request in writing. We undertake no obligation to monitor transactions through Online Banking to determine they are made on behalf of the accountholder. You have the option to withdraw your consent to electronic information without a fee, condition, or consequence in response to changes in the hardware and software requirements, should such occur.

Online Banking Services - You can use Online Banking to check the balance of your Sunmark Federal Credit Union accounts, view Sunmark Federal Credit Union account histories, and transfer funds between your Sunmark Federal Credit Union accounts.

Hours of Access - You may use Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled Online Banking maintenance. We agree to post notice of any extended periods of non-availability on the Sunmark Federal Credit Union website.

Your Password - You determine what password you will use and the identity of your password is not communicated to us. You accept responsibility for the confidentiality and security of your password. Upon five unsuccessful attempts to use your password, your access to Online Banking will be locked. To unlock your account, contact us via online chat or by calling us at (866) SUNMARK.

To be valid, your password utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

You may change your password at any time by selecting Update Password in the My Settings menu.

Security - You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper or electronic statement for each of your Sunmark Federal Credit Union accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure the Online Banking system is secure, you acknowledge the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant all data transfers utilizing Online Banking, or email transmitted to and from us, will not be monitored or read by others. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

Posting of Transfers - Transfers initiated through Online Banking are posted to your account real time.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b) Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be canceled;
- c) In the event the electronic fund transfers initiated through Online Banking would result in an overdraft of your account and are not canceled, an overdraft charge will be assessed according to the terms of the deposit agreement for that account.

Periodic Statements - You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic paper or electronic statements for your Sunmark Federal Credit Union accounts.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Sunmark Federal Credit Union website, periodic statements, or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all the subject Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking Services provided to you under this Agreement. We do not and cannot warrant Online Banking will operate without errors, or

any or all Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Sunmark Federal Credit Union and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Your Right to Terminate - You may cancel your Online Banking service at any time by putting the request in writing. Your access to Online Banking will be suspended within 3 business days of receiving your written request to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. You may notify us by one of the methods listed below in the Communications between Sunmark Federal Credit Union and Your section.

Our Right to Terminate - You agree we can terminate or limit your access to Online Banking Services for any of the following reasons:

- a) Without prior notice, if you have insufficient funds in any one of your Sunmark Federal Credit Union accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- b) If you do not designate a new funding account immediately after you close your funding account.
- c) If you do not use your Online Banking service for 90 days or if you apply and are approved for Online Banking but do not login to activate the service within 30 days.
- d) Upon reasonable notice, for any other reason in our sole discretion.

Communications between Sunmark Federal Credit Union and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Email -You may contact us by email at memberservice@sunmarkfcu.org PLEASE NOTE: Banking transactions through Online Banking are not made via email nor will Sunmark Federal Credit Union ever ask you to provide personal or account information via email.

Telephone -You may contact us by telephone at 518-382-0605 or 866-SUNMARK (866-786-6275)

Postal Mail -You can write to us at:

Telephone Access Center
Sunmark Federal Credit Union
PO Box 16370
Albany, NY 12212-6370

In Person -You may visit us at one of our **convenient locations** which you can find by going to www.sunmarkfcu.org

Consent to Electronic Delivery of Notices - You agree any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Sunmark Federal Credit Union website or by email. You agree to notify us immediately of any change in your email address.