

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 Digital Banking Service offered to you by Empower Federal Credit Union ("Empower"). 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 Personal Identification Number (PIN) to access your accounts. The Online Banking Service is normally accessible seven (7) days a week, twenty-four (24) hours a day with the exception of 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 applications, one of the following mobile operating systems: Apple iOS 6.0 or later, or Android OS 2.3 or later. 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.
- * Transfer funds to accounts of other Member Accounts you authorize for any of your 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 like Quicken® or Microsoft® Money.
- * 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 currently limited to: viewing balances, transferring funds and paying bills. The last 5 transactions over the past 2 months will display.

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. There is no limit on the number of transfers from your savings accounts if they are made in person, by ATM, or by mail. However, transfers from savings accounts will be limited to a total of six (6) in any one month. Federal Regulations limit transfers from your savings accounts to no more than six (6) transfers per calendar month if the transfer is to another of your Empower accounts or to a third party by means of preauthorized, automatic, telephonic, POS transaction or internet instruction. 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 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 Liability for Unauthorized Access section.

SECURITY OF ACCESS CODE. Access to your accounts requires utilization of a Personal Identification Number (PIN) and constitutes your access code ("Access Code"). Your Access Code is confidential and issued only to you. Your Access Code should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You may change your Access Code at any time. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your accounts. If you disclose your Access Code to another person, whether it is intentional, accidental, or negligent action, you are responsible for any such action. If you fail to maintain the security of the Access Code and Empower suffers a loss, we may terminate your Empower Online Banking Service and account services immediately. You waive all present and future claims against Empower and release Empower from all responsibility for loss or damage not caused by Empower's negligence which you might incur through unauthorized transactions of any kind from your account(s) through the custody or use of your PIN or Access Code.

LIABILITY FOR UNAUTHORIZED ACCESS. 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 Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access code or accessed your accounts through the Empower Online Banking Service without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Access Code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00).

Also, if your statement shows Empower Online Banking Service transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that unauthorized access has occurred or someone has used your Access Code or has transferred or may transfer money from your account without your permission, call Empower at: 315.477.2200 or 800.462.5000 or write to:

Empower Federal Credit Union
1 Member Way
Syracuse, NY 13212

BUSINESS DAYS. Our business days are Monday through Friday, excluding federal holidays.

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.

PERIODIC STATEMENTS. Transfers, withdrawals and bill payments transacted through the Empower Online Banking Service will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. Additionally, through the Empower Online Banking Service, you can view all your recent share savings and checking transaction activity at any time.

ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make:

- * As necessary to complete transfers and bill payments.
- * To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant.
- * To comply with government agency or court orders.

- * 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 access code 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 Access Code 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 Access Code. 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 or any other party to your account can terminate this Agreement by notifying us in writing. 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. Empower will mail notice to you before the effective date of any change, as required by law. 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 or write to us at the address set forth above in the Liability for Unauthorized Access section 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 postjudgment 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 where you opened your account, 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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