

Advanced Financial FCU

Online Banking Agreement

Welcome to Advanced Financial FCU. We are pleased to provide you with a wide array of NCUA insured deposit products. Our unwavering commitment to fast, friendly and professional service has continued since our opening in 1969.

As used in this Online Banking Agreement ("Agreement"), the words "we", "our", and "us" mean Advanced Financial. "You" and "your" refer to the account holder(s) shown on the account signature card or other authorizing document and authorized by us to use Online Banking under this Agreement and anyone else authorized by that account holder to perform transactions or exercise control over the account holder's funds through Online Banking. "Account" or "accounts" means your account or accounts at Advanced Financial. "Electronic funds transfers" means pre-authorized transactions and transfers to and from your account(s) using Online Banking. "ONLINE BANKING Services" (the "Service") means the services provided pursuant to this Agreement including the Bill Pay Service and other Services which may be made available to you in the future.

You hereby request that Advanced Financial permit you to access your eligible accounts and services using Online Banking via www.advfnfcu.com ("Website"). This Agreement sets forth the terms and conditions governing the use of Online Banking. The individual terms and conditions of your account(s) shall continue to apply in all respects. Such terms and conditions are outlined in Advanced Financial's Online Banking Agreement, Funds Availability and Electronic Funds Transfer (EFT) Disclosure, Fee Schedule and Truth-in-Savings Disclosure which are provided to you at the time of account opening or available upon request as well as the Revolving Credit Account Agreement and Disclosure Statement.

You understand that by enrolling and by using Online Banking, you agree to be bound by the terms and conditions provided in this Agreement, iPay Bill Payment Service Agreement or any other agreement governing your account or an account related service which occurs over the Internet as such agreements may be amended from time to time. You agree that electronic pages, such as the pages of the Advanced Financial Website and Online Banking, used with your Login ID and Password, are the legal equivalent of hard copy written documents. You agree that your "clicking" on any "buttons" stating "I agree", "Accept", or "buttons" with similar intent, shall have the same legal effect as if you had placed your signature by hand on hard copy versions of such electronic pages. By clicking on such buttons you agree to be legally bound by the content on any such pages. You are encouraged to download or print for your future reference copies of all relevant electronic pages from the Advanced Financial Website.

1) Registration, Access and Services.

After you complete and submit your information through the Online Banking Registration process ("Application") and accept the Terms and Conditions of this Agreement, you will receive an email confirmation with initial password and other information about Online Banking. Once you complete your logon with the initial password, you will be required to change your password and to select challenge questions to be used for security purposes before you access Online Banking.

We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder. We are authorized to accept instructions from any person using your Login ID and Password to conduct Online Banking transactions.

To use Online Banking, you must have a savings account with us, access to Internet service and an e-mail address.

Subject to the terms and conditions of this Agreement, you can use Online Banking to check the balance of your eligible account(s), view account histories, check images and account statements, transfer funds between your accounts, make stop payment requests, pay bills from your Advanced Financial accounts in the amounts and on the dates you request if you have enrolled in Bill Pay, as well as perform other services as may be made available to you from time to time. Balance and activity information is available in accordance with our usual procedures. You shall have no right to reverse, adjust or revoke an instruction after it is received by us, except by mutual agreement between you and us.

The actual payment of such bills is performed by an independent third party, iPay Technologies, Inc., and the procedure is set forth in the Terms and Conditions of Bill Pay.

2) Hours of Access.

You can use Online Banking seven days a week, twenty-four hours a day, except when scheduled or unscheduled interruptions occur. Occasionally some or all Online Banking Services may not be available due to scheduled Online Banking maintenance or regularly scheduled computer hosting down times. However, during such regularly scheduled intervals you may be able to view balance as of end of previous calendar day and would be able to process any transactions. Each day is a business day except Saturday, Sunday and other days the Federal Reserve Bank is closed as well as any Advanced Financial holidays. We agree to post notice of any scheduled extended periods of non-availability on the Website.

3) Password Security.

You should keep your Password absolutely confidential to ensure Online Banking access security to your accounts. You may change your Password at any time and are encouraged to do so periodically and especially when you discontinue the authority of another person to use your Password. You agree to maintain the highest level of security with regard to the Password you choose. You also agree that a Login ID and Password is a commercially reasonable security procedure to verify the authenticity of any instruction, transfer or other transaction relating to any account of yours delivered to Advanced Financial via computer.

You understand that such security is your sole responsibility. Where you have authorized any other person to use your Password in any manner, your authorization shall be considered by us to be unlimited in amount, manner and duration and includes any transactions you did not intend. You agree that the use of your Password will have the same effect as your signature authorizing any transaction. No one representing Advanced Financial shall ever ask you for your Password.

Certain limitations are imposed on the number of unsuccessful attempts allowed in connection with the use of your Password. These limitations are not revealed for security reasons, but your access to Online Banking could be revoked. To re-establish your authorization to use Online Banking, you must successfully respond to your Challenge Questions online or contact us in order to have your Password reset. For security purposes, we recommend that you create a Password as defined by the onscreen Password criteria. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

We assume no responsibility, and you agree that no such responsibility shall attach to us, to discover, audit, or report to you any possible breach in security or use of any Password established for access to your accounts. You agree to promptly notify us by phone, followed by written notification, of any security compromise, or potential security compromise, of any Password.

4) Security.

You understand the importance of your role in preventing misuse of your account(s) through Online Banking, and you agree to promptly examine the periodic statement for each of your account(s) as soon as you receive it. You agree to protect the confidentiality of your account(s) and account number(s), and your personal identification information, including the number of your VISA® Debit Card. You understand that personal identification information by itself or together with information related to your account(s) may allow unauthorized entry and access to your account(s). It is recommended that you disable or not use the password save function of your Internet browser as this only increases the risk of an unauthorized person accessing your information or performing unauthorized transactions. Data transferred via Online Banking is encrypted in an effort to provide transmission security. Online Banking utilizes identification technology to verify that the receiver of Online Banking transmissions can be appropriately identified by the sender. Notwithstanding our efforts to ensure that Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored or read by others. You assume all responsibilities for and all risks of loss from your providing personal information, including your Logon ID and Password to any third party website that spoofs or otherwise imitates Online Banking, or by linking to third party websites from unauthorized email, and you hereby release us from all liabilities and obligations in connections with such actions by you.

During your use of Online Banking, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A cookie is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto Online Banking, this cookie enables us to process multiple transactions during the session without you having to reenter your Login ID and Password for each individual transaction.

After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and your Password must be reentered. A new cookie is used for each session, so that no one can use the cookie to access your account.

5) Equipment.

To utilize Online Banking Services you must have an appropriate Internet enabled device (referred to as "Equipment") that meets the following specifications as well as any upgrade of the Services required by us in the future in order to be able to interface with Advanced Financial's website. Your Equipment must have an operating system, modem and a web browser meeting the minimum requirements outlined on our Website. We are not responsible for errors or delays or your inability to access the Services caused by your Equipment or software. You understand and agree that at your expense it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the Equipment manufacturer and to obtain the necessary internet communications and Internet Service Provider of your choice. This includes your responsibility to ensure the ability of the Equipment to accurately process data, including leap year calculations, and any time change with regard to daylight savings time and standard time. We are not responsible for errors or delays or your inability to access the Services caused by your Equipment, software or communications provider. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of the Equipment, telephone line(s) or Internet access and hereby release, and agree to indemnify and hold Advanced Financial harmless in accordance with the terms of this Agreement, because of your failure to utilize the Equipment and/or the failure of the Equipment to properly access Advanced Financial's Website, or process the data to use Online Banking. You are responsible for maintaining the Equipment and software so that others cannot access your personal identification or financial information. We are not responsible for the cost of upgrading your Equipment or software to stay current with

Online Banking Services nor are we responsible in any circumstances for any damage to your Equipment, software (including any software provided by Advanced Financial or any of its suppliers) or the data resident thereon.

6) Transmission of Instructions.

Advanced Financial agrees to use its best efforts to act upon all instructions received via Online Banking with regard to your account(s) and to use any means that Advanced Financial, in its sole discretion, may consider suitable for the transmission of funds transfer requests, or other Services provided by Advanced Financial through Online Banking. You assume full and sole responsibility for all authorized requests and instructions made via Online Banking with regard to your account(s).

We may, at our sole option (but not obligation), verify instructions by calling you at the telephone number(s) specified by you on the Application. You may change this telephone number(s) by writing to us, however, such change shall not be effective until such written notice is received by us and we have had an opportunity to update our records. You agree that you shall be solely responsible for liability, loss, or damage, if any, resulting from Advanced Financial's actions, directly or indirectly, in accordance with requests and instructions received by Advanced Financial via Online Banking when access to your account(s) is gained via Online Banking by use of your Password and you further indemnify and forever hold harmless Advanced Financial from any and all such liability, loss or damage. You authorize us to honor and act upon all requests and instructions, which we receive via Online Banking with regard to your account(s). You agree to assign no responsibility whatsoever to us beyond the duty to exercise ordinary care, and you agree that we shall be conclusively deemed to have exercised ordinary care when we follow the instructions received via Online Banking and pursuant to the procedures stated therein. You agree to release Advanced Financial from responsibility or liability for any inaccuracy, interruption, delay or failure in transmission. Our sole responsibility for an error in a transfer or transaction will be to correct the error, but in no case shall we be liable for any indirect, special or consequential, economic or other damages.

7) Order of Payments, Transfers and other Withdrawals.

If your account has insufficient available funds (including, if applicable, funds available in accordance with our Discretionary Overdraft Privilege Policy) to perform all electronic funds transfers you have requested for a given business day, then:

- a) Electronic funds transfers involving disbursements, like ATM withdrawals or VISA® Debit Card purchases will have priority up to the amount of available funds in your account.
- b) Electronic funds transfers initiated through Bill Pay which would result in an overdraft of your account may, at our discretion, be cancelled and
- c) In the event that electronic funds transfers initiated through Bill Pay, which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the then current Retail Banking Fee Schedule for that account.

Refer to the Funds Availability, and Electronic Funds Transfer (EFT) Disclosure for additional information regarding the priority for processing payments, transfers and withdrawals to your account.

8) Stop Payment Requests.

You may initiate stop payment requests online via Online Banking for paper checks that you have written (non-electronically) on your account(s). We may take up to twenty-four (24) hours to determine if we can act on a stop payment request. To be effective, you must FAX us the required signed Stop pay form. If a check you wrote will be converted to an ACH payment, your stop payment request must be received by us so that we have a reasonable opportunity to act on it before we receive the ACH entry to charge your account. You will incur stop payment charges as disclosed in the current Fee Schedule for the applicable account.

9) Fees and Charges.

You agree to pay the fees and charges as set forth in the then current Fee Schedule for your use of Services. You authorize us to charge your account(s) for the charges or transaction fees that are charged by us for Services currently offered or those that may be offered in the future. You are also responsible for internet communications and Internet service fees incurred in connection with your use of ONLINE BANKING.

↑10) 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 statements for your account(s). You may elect to receive your statement electronically through Online Banking by executing an eStatement Service Addendum and Disclosure available on ONLINE BANKING, or may be required to receive your statement electronically based on the type of account you select. If you receive your statement electronically, we will notify you by using the email address in Online Banking to let you know when a new statement is available and no paper statement will be issued.

11) 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 funds 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 funds transfer system. We will post any required notice of the change in terms on the Website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account(s) or our electronic funds transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. This Agreement as revised will be posted on Online Banking. The revised Agreement will supersede the affected terms and conditions of this Agreement and shall apply to any activity or transaction previously or hereafter taken by you in connection with such Service, except that new fees and charges shall only apply prospectively. Your continued use of any, or all, of the subject 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 that changes to fees applicable to specific accounts are governed by the then current Retail Banking Fee Schedule.

12) Our Liability for Failure to Make a Transfer or to Deliver an Electronic Account Alerts ("Alerts").

If we do not complete a transfer to or from your account on time or in the correct amount, or send an email Alert to you (which are electronic notifications transmitted per your request) when properly instructed by you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:

- a) Through no fault of ours, you do not have enough money in your account plus any available overdraft protection and/or Discretionary Overdraft Privilege Limit to make the transfer;
- b) The transfer would go over the credit limit on any credit arrangement set up to cover overdrafts or the credit limit on an established line of credit;
- c) Any electronic terminal, other equipment, software, telecommunications device or system, or any part of Online Banking electronic funds transfer system is not working properly and you know about the breakdown when you started the transfer or other transaction;
- d) Circumstances beyond our control (such as fire, flood, interruption in telephone service or other problems) prevent the transfer, despite reasonable precautions that we have taken;
- e) The funds in your account are subject to legal process;
- f) The transaction will exceed the transaction limitations on your account, if any;
- g) Your account is closed or it has been frozen;
- h) We have a reason to believe that the transaction requested is unauthorized, suspicious or fraudulent or violates a law or regulation;
- i) You have not properly followed the onscreen instructions for using Online Banking or otherwise enter incorrect information into Online Banking and/or Bill Pay;
- j) Your operating system was not functioning properly;
- k) You use or rely on the contents of any Alert, or
- l) You use or rely on any spam, phishing scheme or other similar communication.

There may also be other exceptions stated in this agreement, other agreements with you or otherwise not specifically mentioned above. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

13) Disclaimer of Warranty and Limitation of Liability.

We will make reasonable efforts to ensure full performance of Online Banking. We are responsible for acting only on those instructions sent through Online Banking that are actually received by us and we cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. Neither are we responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Advanced Financial is also not responsible for any compromise of your information including but not limited to passwords and other access codes, systems, disruption of service or the processing of unauthorized transactions caused by your use of a wireless network or other unauthorized access to or alteration of your transmissions or data. Advanced Financial is not responsible should you give incorrect instructions. Any information you receive from Advanced Financial is believed to be reliable, however, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. We do not and cannot warrant that Online Banking and/or Bill Pay will operate without errors, or that

any or all Services will be available and operational at all times. We will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any decision made using this information. Although we attempt to provide accurate information on Online Banking, 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 Services provided to you under this Agreement. Our responsibility is limited to our exercise of reasonable and ordinary care. Any internal policies and procedures that we maintain are solely for our own purposes and will not impose a higher standard of care than otherwise would apply by law without such policies and procedures.

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 economic or other damages arising 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 and/or Bill Pay, 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 even if we are advised of the possibility of such damages. Further, in no event shall the liability of Advanced Financial and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking and/or Bill Pay.

As a condition of your use of the Services, you warrant to us that you will not use the Services for unlawful purposes; in ways which are prohibited by this Agreement or which could damage or disable the Services. You also warrant that you will not, by using networks through which you access the services, attempt to access any account for which you have no authorization or otherwise interfere with any other party's use and enjoyment of the Services. You agree to indemnify and hold us harmless from any breach of your warranty, including but not limited to any claim made by any third party that is due to or arises out of your use of our Services. Your obligation to indemnify and hold us harmless extends to any judgments, awards, settlements and costs, including reasonable attorneys' fees, which stem from a breach of your warranty or any claims made by any third party which is due to or arises out of your use of our Services. Internet gambling may be illegal in the jurisdiction in which the person accessing Online Banking is located, including locations within the United States. You agree that you will only use Online Banking for legal purposes and transactions. Your obligations hereunder shall survive your termination of access or use of Online Banking or nonuse of any service, information or material.

Exercise caution when using consolidation sites. Consolidation Sites (also known as "account aggregators" or "screen scrapers") are Internet sites that provide the ability to collect on one integrated website key information about you such as bank balances, investments, and emails. For example, you may be encouraged to provide a consolidation site with your personal financial information, such as your Login ID and Password for Online Banking. **YOU SHOULD NEVER PROVIDE THIS INFORMATION TO A SITE THAT YOU DO NOT RECOGNIZE AND FULLY TRUST.**

We are not liable for any transactions that you initiate through a consolidation site or that are initiated through a consolidation site using your Login ID and/or Password. All transactions initiated by a consolidation site using access information you provided are considered to be authorized by you, whether or not you were aware of the specific transactions. We are also not liable for any loss of information or funds from your account that occur as a result of your use of a website that is not the valid Online Banking or even though it may appear to be Advanced Financial's website.

If necessary, you may cancel your access or change your password for Online Banking at any time. However, we do not guarantee that this will restrict any Consolidation Sites to which you have previously given authority from accessing your bank information in the future.

14) Virus Protection.

Advanced Financial cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request, and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties.

We are not responsible for any electronic virus or viruses, message or transfer interception in transit or related problems that you may encounter. We encourage our customers to routinely scan their PCs and diskettes using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other companies.

15) Your Liability for Unauthorized Transfers.

Tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission or otherwise compromised using information from your check. Telephoning is the best way of keeping your possible losses down. We will require such notification to be followed up in writing. You could lose all the money in your account plus any available balance in your overdraft protection account, revolving line of credit and/or Discretionary Overdraft Advance limit.

Also, if your statement shows transfers that you did not make, including those made by card, password or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, 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 may extend the time periods.

See the section titled "How to Contact Us" for our phone numbers and address.

However, if you use Online Banking or Bill Pay for business purposes, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorize to use Online Banking and to prevent all unauthorized use by other employees or persons.

16) Error Resolution Notice in Case of Errors or Questions about your Transactions.

In Case of Errors or Questions about Your Electronic Transfers tell us **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. See the Section titled "How to Contact Us" for our phone numbers and address. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared.

- a) Tell us your name and account number (if any).
- b) 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.
- c) 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

17) Your Right to Terminate.

You may cancel your use of the Services at any time by providing us with written notice by postal mail. Your access to Online Banking will be suspended within 3 business days of our receipt of your written instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

18) Our Right to Terminate.

You agree that we can terminate or limit your access to Services for any of the following reasons:

- a) Immediately without prior notice, if you have insufficient funds in any one of your accounts; provided, however Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits;
- b) Immediately without prior notice if you misuse Services or otherwise violate the provisions of this Agreement;
- c) Immediately without prior notice if the checking account which you designated for Bill Pay is closed and you have not designated an alternative Advanced Financial checking account; or
- d) For any other reason in our sole discretion, upon reasonable notice.

If the Services are terminated, you understand that any scheduled payment or other transactions may not be made as scheduled and Advanced Financial shall not be liable for any loss or damage as a result of same. You also remain responsible for all transactions initiated prior to termination but executed following termination.

19) How to Contact Us.

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- a) E-mail ó You can contact us by e-mail at afsinfo@advfinfcu.com (please note that normal Internet e-mail transmissions may not be secure and you may not use email to initiate transactions on your accounts.)
- b) Telephone ó You can contact us by telephone at 800-237-5626 or 908-771-0300;

- c) Postal Mail ó You can write to us at: Advanced Financial, ATTN: Customer Services, 785 Central Ave New Providence, NJ 07974;
- d) In Person ó You may visit us in person at any one of our branch locations.

20) Use of Third Party Services.

We may use the services of a third party in the handling of your account or any account related service. We may do so without prior notice to you. Any third party used by us will not be considered our agent and you agree to proceed directly against the third party for any claims you may have in connection with their actions or failure to act in the handling of your account. You agree to release us from any claims you may have as a result of the actions or failure to act of the third party, including without limitation, any loss or damage which arises from the third party's failure to pay any items which should have been paid.

21) Access to Third Parties through Advanced Financial Website.

Any resources, products and services provided by third parties but accessed through Online Banking Website (such as, but not limited to, links to other web sites) are provided as a convenience to you. We are not responsible for the content, accuracy or opinions or the performance or failure of any products or services advertised on linked web sites. The linked websites may have different security policies, cookie controls and privacy policies. You should review the privacy and security statements of any website before you provide personal or confidential information. The fact that we have provided access to a third party resource, product or service does not mean that we endorse it. Access to any other web sites linked from Online Banking Website is at your own risk. NCUA insurance protection does not apply to products purchased from such linked sites.

22) Security Statement and Privacy Statement.

Please review our Security Statement and our Privacy Statement on our Website for more detailed information on the security and privacy of Online Banking. Please contact us at 800-237-5626 or 908-771-0300 with any questions you may have regarding the above information and disclaimers.

22) Confidentiality.

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

- a) Where it is necessary for completing transfers, or
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c) In order to comply with government agency or court orders, or
- d) If you give us your written permission.

23) Trademarks.

Fiserv is the registered holder of the trademark for the Online Banking (HFS). All other brand and product names were trademarks or registered trademarks of Advanced Financial or the respective owners. Features and services are subject to change without notice. Under no circumstances may you use, copy, alter, modify or change these trademarks. Nothing contained on Online Banking should be construed as granting by implication or otherwise any license or right to use any trademark.

24) Applicable Law.

All Internet transactions are considered to be performed in the Commonwealth of Pennsylvania. This Agreement shall be deemed made within the Commonwealth of Pennsylvania and, except as otherwise pre-empted by Federal law, rule or regulation, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the choice of law principals thereof.

25) Arbitration.

The sole remedy for the resolution of disputes between the parties to this Agreement shall be arbitration before one arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, such arbitration to be held in Philadelphia, Pennsylvania. All parties hereby waive all rights to a trial by jury in any action or proceeding relating to the Services or this Agreement.

26) Interpretation.

When you enroll in Online Banking, you agree that our interpretation of this Agreement, our records pertaining to your accounts, any rules adopted by us from time to time, the terms of your signature card, the terms of the Retail Account Agreement, Funds Availability, and Electronic Funds Transfer Disclosure (EFT); Retail Banking Fee Schedule; other documents which are a part of this Agreement and any of our disclosures is final and binding.

27) Assignment.

You may not assign this Agreement without our prior written consent, and any unauthorized assignment or transfer shall be null and void.

28) Download Services.

You may also export account history, statements and other information we make available to you to various software packages ("Software Packages").

You are responsible for obtaining a valid and separate license agreement with the provider of the Software Packages. The following is a brief description of the various features of and requirements for using the download service. From time to time, we may add to, modify, or delete any feature of the download service in our sole discretion.

Disclaimers: You understand and agree that:

- not all of the information in your accounts can be downloaded into your Software Packages;
- information you can download may not include all of your account activity;
- statements (electronic or paper) generated by us are the official record of your account. Transactions and balances, and other information you download is for your personal purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking transactions that have not yet been completed and will only reflect the account information in your accounts at the exact point in time that you download the information (for example, pending Bill Pay transactions may not be reflected);
- account information in your accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your Software Packages will not be automatically updated by us, and that you will have to update the account information by downloading more current information from your accounts; and
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the account information in your Software Packages, which, for example, as stated above, may not be the most updated information and it may not include pending transactions.
- You also agree and understand that:
- you assume all risk that any account information you download and store in your Software Packages may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the account information out of our secure computers by downloading it, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours (or may be shared with others, such as your Software Package provider);
- we are not responsible for the security and confidentiality of the account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Software Packages; and
- you agree that any account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in a computer or other electronic device.

You agree and understand that the account information you download through the download service is provided to you "as is" and "as available."

You agree and understand that we make no warranties and have no liability as to:

- The accuracy, completeness, availability or timeliness of the account information, text, graphics, or other items in the account information that you can download through the download service;
- The errors or omissions in the delivery or transmission of the account information from us to you (and "you" includes delivery to your Software Packages and/or your computer); and
- The download service's fitness for a particular purpose and non-infringement of any third party rights.

You agree that we will not be liable to you for:

- your inability to use the download service;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any account information or any other information;
- unauthorized access to your accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with internet communication providers or Internet Service Providers ("ISPs"), acts of God, strikes, or other labor problems); or
- any other matter relating to the download service.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the Bill Pay Service offered by Advanced Financial, through iPay Inc. Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to

follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-220-BANK (2265) during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 800-237-5626 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

ADVANCED FINANCIAL FCU
Attention: Customer Service
785 Central Ave
New Providence, NJ 07974

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 800-237-5626 during customer service hours; and/or
2. Write us at:

ADVANCED FINANCIAL FCU
Attention: Customer Service
785 Central Ave
New Providence, NJ 07974

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN

ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

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