



BUSINESS ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT AND AGREEMENT

(for ESL Visa® Business Debit Card, TEL-E\$!®, ESL Business Online Banking,
ESL Business Mobile Banking and ESL Online Bill Pay)

1. INTRODUCTION

This Agreement governs the following products/services offered by ESL Federal Credit Union (ESL):

ESL Visa Business Debit Card The ESL Visa Business Debit Card allows you to access your ESL accounts at any ESL ATM as well as at other ATM and POS terminals displaying the NYCE or PLUS network logos across the country and worldwide. In addition, the ESL Visa Business Debit Card allows you to make electronic purchases directly from your designated ESL Business Checking Account. Visa purchases made with an ESL Visa Business Debit Card are directly debited from your designated ESL Business Checking Account.

TEL-E\$! (*Automated Telephone Transaction Service*) TEL-E\$! is a computer assisted telephone self-service banking system that's available 24 hours a day, seven days a week. You can complete transfers between accounts in your name and obtain important credit union or account information by following a series of computerized voice prompts. TEL-E\$! requires the use of a pre-assigned Personal Identification Number (PIN).

ESL Business Online Banking This service allows you to access all your ESL business accounts via the Internet 24 hours a day, seven days a week. You can transfer funds between accounts at ESL. In addition, you can view check images and receive your statements.

ESL Business Mobile Banking This service is offered as a convenience and supplemental service to our ESL Business Online Banking services. It is not intended to replace access to ESL Business Online Banking from your personal computer. ESL Business Mobile Banking allows you access to your ESL account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize ESL Business Mobile Banking services, you must be enrolled in ESL Business Online Banking.

ESL Text Banking Using this service, you may send certain text message codes to 454545 to instruct us to send you a text message response providing basic information about the accounts you have with us. To utilize ESL Text Banking, you must be enrolled in ESL Business Online Banking.

ESL Online Bill Pay ESL Online Bill Pay is offered through Fidelity National Information Services, Inc. (FIS) to members who use ESL Business Online Banking. ESL Online Bill Pay allows you to make online payments to merchants, other institutions or individuals from your designated ESL Business Checking Account. You can make one-time payments as well as set up recurring periodic payments.

All Electronic Funds Transfer (EFT) Services This Agreement is a supplement to certain other share account agreements which you have already entered into with ESL. It supplements those accounts which you and ESL have agreed

will be accessed by one of the above services. This Agreement supersedes all other share account agreements to the extent that there is a conflict. The provisions of this Agreement apply to all transactions covered by this Agreement except where otherwise noted.

2. STATEMENT OF BUSINESS PURPOSE

You agree that you have represented to us that you are using these services for business and/or commercial purposes and any use of your accounts or these services will only be for a business and/or commercial purpose. You agree that you will never use your accounts or these services for any personal, family or household purposes.

3. INTERNET GAMBLING TRANSACTIONS PROHIBITED

You may not use any of these services to initiate any type of electronic gambling transaction through the Internet.

4. RESPONSIBILITY FOR USE OF SERVICES

You authorize one or more representatives of your business/organization to serve as the Company Administrator. The Company Administrator has full administrative rights to the requested services and has the ability to create and assign sub-user accounts for the requested services. If you have multiple Company Administrators, they have the ability to edit/delete each other's access. You and all Company Administrators assume all liability for the use of services made by the Company Administrators and any sub-users.

5. COMPUTER SECURITY

You agree at all times to maintain network security that at a minimum includes (i) a current security suite with virus and malware protection that is set to update on a regular basis but no less frequently than monthly, and (ii) network firewall provisioning and intrusion detection, either as part of the security suite or the operating system. You agree to maintain network security that conforms to generally recognized information security industry standards and best practices.

6. PERSONAL IDENTIFICATION NUMBERS AND SECURITY

ESL Visa Business Debit Card Taking steps to activate and use your ESL Visa Business Debit Card indicates your acceptance of the terms of this Agreement. Since the ESL Visa Business Debit Card is a debit card, you also need to sign it. The cards must be used, together with your Personal Identification Number (PIN), to activate at the ATM or POS terminal. Please call 844.433.1140 to select or change your PIN. You may also change your PIN at any ESL ATM. You are responsible for the control and use of the cards and/or PIN for yourself and/or any other person you allow to possess the cards and/or PIN. For your protection, you should guard the secrecy of the PIN and not write it on the cards or keep it in any place where it may be found with the cards.

We will inform you of any changes in the way the cards may be used. You do not need to enter a PIN to use the ESL Visa Business Debit Card at Visa merchant locations. However, you must first activate your ESL Visa Business Debit Card in order to use the Visa purchase capabilities of the card. You may call 844.433.1140 to activate your ESL Visa Business Debit Card. If you know your PIN, you may also activate your ESL Visa Business Debit Card at any ATM.

TEL-E\$ When opening an account in person, you will be offered the opportunity to create your own four digit TEL-E\$ PIN number. If you do not know your PIN, or you are locked out of your account, you may call us at 585.336.1000 or 800.848.2265, or use ESL Live Chat Banking at esl.org and we will create a new PIN for you. You can change your PIN by following special TEL-E\$ prompts. If you use TEL-E\$ to access personal account information, you must use a different PIN to access business account information. For your protection, you should guard the secrecy of your PIN. You are responsible for the control and use of the PIN and/or any other person you allow to possess the PIN.

ESL Business Online/Mobile Banking When opening an account, the Company Administrators will be assigned a User ID and User Password ("login information"). The Company Administrators must use this login information to log into ESL Business Online Banking for the first time. Each Company Administrator will be forced to change the User Password upon initial login to ESL Business Online Banking. Passwords must contain at least one letter, one capital letter, one number and have a minimum of eight and maximum of 50 characters. In addition to your login information, an extra layer of security

involving a single-use access code is required for ESL Business Online/Mobile Banking. During ESL Business Online Banking registration, you will be asked to provide phone numbers and/or an email address. For the information provided, you will have the option of choosing to receive your single-use access code via text message, email and/or phone call.

When you attempt to login to ESL Business Online or Mobile Banking, your computer or mobile device will be verified by sending a single-use access code to the phone number or email address you provided at registration. You will be provided the opportunity for the access code security feature to recognize the computer and browser you are using. If you select to have the computer and browser recognized, a cookie will be placed on that computer and browser which will allow you to bypass the single-use access code upon subsequent logins with that computer and browser. If you select to not have the computer and browser recognized, you will be prompted to receive and enter a single-use access code each time you log into ESL Business Online Banking. A cookie will be placed on your mobile device which allows you to authenticate your mobile device only one time. If that cookie is erased, you will have to authenticate your mobile device again. **Standard text messaging charges apply.**

Mobile users of the Apple app will have the option of utilizing Touch Authentication. Touch Authentication allows the user to authenticate into the mobile banking sessions using Apple's Touch ID in place of the user's login ID and password. By enrolling in this feature, the user will be prompted to place their registered fingerprint on the Touch ID sensor of their iOS device. The user must enroll in this feature by navigating to the security preferences menu and completing the enrollment process. The user has the ability to disable this feature by navigating to the security preferences menu and moving "Enable Touch Authentication" to the off position.

Fingerprints are encrypted and stored in the iOS device only and are not made available to ESL or any other service provider. The user's login credentials are encrypted and stored in the device's Apple iOS keychain. It is recommended that the user does not allow any other individual's fingerprints to be enrolled on the device while using this feature. If this is allowed, the user understands that the individual(s) whose fingerprints are stored on the iOS device may have the ability to authenticate into the End-User's mobile banking session and have access to sensitive data and account functionality. Enrollment for Touch Authentication is limited to one registered user.

If you have forgotten your password for ESL Business Online/Mobile Banking, you can use the password reset link available on esl.org. Instructions are provided online. You may also contact us using ESL Live Chat Banking at esl.org, or by calling 585.336.1000 or 800.848.2265 and speaking with an ESL Representative. The representative will provide you with a new temporary password that you may use to log into ESL Business Online/Mobile Banking and then create a new password.

7. TYPES OF AVAILABLE ELECTRONIC TRANSFERS AND LIMITS

ESL Visa Business Debit Card You may use your debit card and PIN for the following transactions relating to your business account(s):

1. Withdraw cash from your checking or savings accounts.
2. Perform balance inquiries on your checking or savings accounts.
3. Transfer funds between your checking and savings accounts.
4. Make deposits to your checking or savings accounts at ESL ATMs.
5. Pay for purchases from your checking account at locations that have agreed to accept the card.
6. Make electronic purchases directly from your designated ESL Business Checking Account at any Visa merchant location.

NOTE: Some of these services may not be available at all ATMs at all times. For POS terminal transactions, you may only withdraw from your checking account.

Limitations: You can authorize purchases up to a maximum of \$5,000.00 during any calendar day of the year in addition to the \$1,000 daily maximum for ATM withdrawals.

Limitations at Automatic Teller Machine (ATM): You can withdraw a maximum of \$1,000 during any calendar day of the year. Cash deposited at an ATM will be available immediately. Generally, the first \$275, \$1,000 or the full amount (as described in the Funds Availability Policy) of checks deposited will be available immediately. The remainder of your deposit will be available no later than the second business day after the day of the deposit (additional delays may apply). With your debit card, you may make a maximum of six deposits each calendar day at an ESL ATM.

ESL Business Online Banking The Company Administrator and sub-users, if granted access by the Company Administrator, may perform the following transactions to the business accounts:

1. Perform inquiries on ESL accounts.
2. Transfer funds between ESL Checking and Savings Accounts.

3. Transfer funds from an ESL Checking or Savings Account to make an ESL Loan payment.
4. Receive account statements online. Exception – Monthly statements for ESL IOLA Checking accounts cannot be viewed online.
5. View images of cleared checks.
6. Schedule transfers between ESL Checking, Savings and Loan Accounts in advance.

ESL Mobile Banking The Company Administrator(s) and sub-users, if granted access by the Company Administrator(s), may perform the following transactions to the business accounts:

1. Perform inquiries on ESL accounts.
2. Transfer funds between ESL Checking and Savings Accounts.
3. Transfer funds from an ESL Checking or Savings Account to make an ESL Loan payment.
4. Receive account statements online. Exception – Monthly statements for ESL IOLA Checking accounts cannot be viewed online.
5. View images of cleared checks.
6. Schedule transfers between ESL Checking, Savings and Loan Accounts in advance.
7. Deposit Checks via Mobile Deposit.

ESL Text Banking For the enabled accounts, you may perform the following transactions:

1. Obtain the current balance.
2. View the most recent transactions.
3. Transfer between enrolled accounts.
4. Un-enroll from ESL Text Banking.

Although ESL does not charge a fee for using the service, you understand that you are responsible for any and all message and data rates imposed by your wireless service provider when you use the service. Any text messages that we send you will be subject to any terms and conditions imposed by your wireless service provider.

ESL Online Bill Pay When you apply for ESL Online Bill Pay you must designate one or more ESL Business Checking Account(s) as the account(s) from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. ESL reserves the right to not allow the designation of a particular merchant or institution.

You can perform the following transactions:

1. From your designated ESL Business Checking Account, pay any designated merchant, institution or individual in accordance with this Agreement a fixed recurring amount or a variable amount “on demand.”
2. Obtain information (payee information, payment status, payment history, etc.) about your ESL Online Bill Pay account.

ESL Online Bill Pay is FREE for all ESL members.

All EFT Services Limitations:

1. Transfers which will overdraft or close your checking or savings account are not permitted.
2. If you initiate an online bill payment which creates an overdraft, the ESL Online Bill Pay Account will be blocked from access. All payments in ESL Online Bill Pay are SUSPENDED during the blocked period. If the payment is by check, and the check has not cleared, the ESL Online Bill Pay service will stop the check. If the payment was electronic, the ESL Online Bill Pay provider will attempt to collect funds up to three times, and an Overdraft Fee may be collected for each attempt where the funds are not available in the account.
3. Any internal transfer or ESL Online Bill Pay which creates an overdraft may be charged an Overdraft Fee, see Business Banking Fee Schedule.
4. Transfers cannot be made from any account in an unavailable status, such as a dormant or inactive account or an account with a savings account loan for the full balance amount, or from any account subject to legal process or other encumbrance restricting the transfer.

8. POSTING AND TIMING OF TRANSACTIONS AND DOCUMENTATION OF TRANSACTIONS

ESL Visa Business Debit Card Any transfer of funds accomplished through the use of an ATM to or from an account will be credited conditionally and subject to verification as to the availability of funds. No deposit or payment of funds shall be considered final until ESL has verified and processed the transaction. Withdrawals, deposits, and transfers of funds will be posted to your account at ESL immediately.

ATM deposits made at ESL ATMs are immediately posted to your ESL account, but may not be immediately available for withdrawal. In some cases, funds will be unavailable for withdrawal until the second business day following an ATM deposit.

The amount of authorized purchases made with your ESL Visa Business Debit Card at Visa merchant locations will be made immediately unavailable for withdrawal from your designated ESL Business Checking Account for up to two full business days following the date you performed the transactions. Most Visa purchase transactions will clear your designated ESL Business Checking Account in one to two business days, but some Visa purchase transactions (especially those performed at Visa merchants not electronically connected to Visa) may take longer, even weeks.

You remain liable for the full amount of any Visa purchases made with your ESL Visa Business Debit Card regardless of how long the purchase transaction takes to clear your designated ESL Business Checking Account and regardless of the balance in your account at the time the transaction clears.

Exchange Rates for Foreign Transactions The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.

An International Service Assessment fee in the amount of 1% of the international transaction will be deducted from your account.

TEL-E\$ TEL-E\$ transactions performed Monday through Saturday during regular business hours are immediately posted to your account. Transactions completed after regular business hours and on Sundays and holidays will be posted to your account(s) on the next business day.

ESL Business Online/Mobile/Text Banking ESL Business Online/Mobile/Text Banking account transactions performed Monday through Saturday during regular business hours are immediately posted to your account(s). Transactions completed after regular business hours and on Sundays and holidays will be posted to your account(s) on the next business day. A record of these transactions will be fully disclosed on your periodic statement. In addition, you will receive a confirmation number at the time of each transaction.

ESL Online Bill Pay You should allow at least three business days for electronic payments and five business days for merchants, institutions or individuals to receive your check payment. For recurring payments, your payment will be sent to the merchant, institution or individual on the date you selected or the previous business day if that date is a weekend or holiday. If you authorize an "on demand" payment to be made on the same business day, that payment will be sent to the merchant, institution or individual on the next business day. Payments will be posted to your ESL account within two business days of the date that the payment was sent to the merchant, institution or individual. A record of these transactions will be fully disclosed on your periodic statement. In addition, you will receive a confirmation number at the same time of each transaction.

Periodic Statement A record of all EFT transactions will be fully disclosed on your periodic statement.

9. DOCUMENTATION OF TRANSFERS

ESL Visa Business Debit Card You will get an acknowledgment form at the time you make any transaction from or to your account(s) using an ATM or POS facility. You will also get a receipt at the time of purchase when using your card at Visa merchant locations.

All EFT Services Business Classic Checking, Business Premier Checking, Business Analyzed Checking, Business Analyzed Checking Plus, Business Money Maker, and some Business Membership Savings Account statements are sent to you each month. Other Business Membership Savings Account statements, where there are no EFT transactions in a

particular month, are mailed at the end of each calendar quarter. Statements will indicate all of your account activity including EFT and POS transactions during the statement period.

10. LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer from or to your account(s) on time or in the correct amount, the liability of ESL is limited to any late fees you may have incurred as a result of the failure to effect the transfers. In addition, ESL is not liable:

ESL Visa Business Debit Card

1. If the ATM where you are making the transfer does not have enough cash, or;
2. If the ATM, POS, or Visa terminal was not working properly.

TEL-E\$L

1. If there is a terminal or equipment failure.

ESL Business Online/Mobile/Text Banking and ESL Online Bill Pay

1. If there is terminal or equipment failure.
2. If your telephone, PC, ESL Business Online/Mobile/Text Banking, or ESL Online Bill Pay was not working properly and the equipment failure should have been apparent to you when you attempted to authorize a transaction.
3. If you have not given us complete, accurate, or current account numbers or other identifying information so that we or a merchant institution can properly credit your account.
4. If you have not properly followed the ESL Business Online/Mobile/Text Banking or ESL Online Bill Pay instructions or have provided us with wrong or inaccurate information.
5. If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account.
6. If you receive notice from a merchant or institution that any payment you have made through ESL Business Online/Mobile/Text Banking and ESL Online Bill Pay remains unpaid, and you fail to notify us promptly of that fact.
7. If the payee was a merchant or institution you are not permitted to designate (see Section 3).
8. If you do not set up the payment soon enough for your payment to be received and credited by the payee by the due date.
9. If the payee does not credit your payment promptly or properly after receipt.

All EFT Services

1. If, through no fault of ours, your account(s) does not contain enough money to make the transfer, or;
2. If the funds are subject to legal process or other encumbrances restricting such transfer, or;
3. If the transfer would go over the credit limit on an overdraft line of credit you may have, or;
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, and we have taken reasonable precaution to avoid such circumstances.

11. LIABILITY FOR UNAUTHORIZED TRANSFERS

All EFT Services You may be liable for an unauthorized transfer. An unauthorized transfer is a transfer that you have not authorized, including one made with a lost or stolen ESL Visa Business Debit Card and/or PIN or ESL Business Online/Mobile/Text Banking password or TEL-E\$L PIN. If you believe that someone has transferred or may transfer money from your account without your permission, or if your account statement shows transfers you did not make you must notify ESL. Calling us is the best way of informing us and keeping your possible losses down; you may also contact us using ESL Live Chat Banking at esl.org. You could lose all of the money in your account (plus your maximum overdraft line of credit); however, if you tell us as soon as discovery is made of an unauthorized transfer, you may have no liability for the losses. Notwithstanding the above, you may be liable for greater amounts than listed above to the extent allowed under applicable law only if we determine that you were grossly negligent or fraudulent in the handling of your account. Unauthorized transfers do not include transfers made by any sub-user.

12. UNLAWFUL USE OF FINANCIAL SERVICES

Any financial service provided by ESL may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the discretion of ESL. You further agree, should illegal use occur, to waive the right to sue ESL for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold ESL harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. Even if you use your card for an illegal use, you will be responsible for all amounts and charges incurred in connection with the transaction.

13. WHO TO CALL FOR LOST AND STOLEN CARDS OR UNAUTHORIZED TRANSFERS

ESL Visa Business Debit Card If you believe that your ESL Visa Business Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you should call 585.336.1000 or 800.848.2265, Monday-Friday, 7:30 a.m. – 4:30 p.m. All other times, call 800.754.4128.

TEL-E\$L and ESL Business Online/Mobile Banking If you believe that your TEL-E\$L PIN or ESL Business Online/Mobile Banking password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you should call 585.336.1000 or 800.848.2265, or you may contact us using ESL Live Chat Banking at esl.org.

You may also write to us at:

ESL Federal Credit Union
P.O. Box 92714
Rochester, NY 14692-8814

14. BUSINESS DAYS OF ESL FEDERAL CREDIT UNION

All EFT Services Our regular business days for posting ATM, ESL Visa Business Debit Card, and TEL-E\$L transactions to your account are Monday through Saturday, except for holidays normally observed by the banking community in Rochester, New York. Our regular business days for posting ACH and ESL Online Bill Pay transactions to your account are Monday through Friday, except for holidays normally observed by the banking community in Rochester, New York.

15. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

All EFT Services Call us at 585.336.1000 or 800.848.2265, or use ESL Live Chat Banking at esl.org, or write to us at:

ESL Federal Credit Union
P.O. Box 92714
Rochester, NY 14692-8814

Contact us as soon as you can if you think your statement is wrong, if you think that someone has transferred or may transfer money from your account without your permission, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

1. Tell us your name and account number(s).
2. Describe the error or the transfer you are unsure about and explain, as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will determine whether an error has occurred within 10 business days, (20 business days for new member accounts) after we hear from you and will correct any error promptly, by crediting your account within one business day. However, if we need more time, we may take up to 45 days (or 90 days for foreign-initiated transactions and all transfers resulting from point-of-sale debit card transactions and new member accounts) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (or 20 business days for new member accounts), so you can have access to the money during the time it takes us to investigate your complaint or question. 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 re-credit your account. If we decide there is no error, we will send you a written explanation within three days after we complete our investigation and re-debit your account. You may ask for copies of the documents that we used in our investigation.

16. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your statement is wrong, or if you need more information about a transaction on your statement, write to us on a separate sheet at the address listed on your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can call us, but doing so will not preserve your rights.

In the letter give us the following information:

1. Your name and account number(s).
2. Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
3. The dollar amount of the suspected error.

YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE - We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount in question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of the statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to your questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we determine that you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. We must also tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Special Rule for Credit Card (which could also include your ESL Visa Business Debit Card) Purchases If

you have a problem with the quality of property or services that you purchased with a credit card (which could also include your ESL Visa Business Debit Card) and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

1. You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
2. The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

17. DOCUMENTARY EVIDENCE CHARGES

If you request documentary evidence of a transaction on your account (for example, a verification of a withdrawal), we may pass along to you the cost to us of researching this evidence (see Business Banking Fee Schedule for amount). No such charge will be imposed if the documentary evidence differs from the transaction as previously reflected on your statement.

18. SERVICE CHARGES

ESL Visa Business Debit Card All transactions are free when using an ESL ATM. Deposits, inquiries, transfers, POS, and ESL Visa Business Debit Card transactions are free. You agree to pay a charge for all withdrawals that were processed at a non-ESL ATM. See Business Banking Fee Schedule for amount.

You may be charged additional ATM transaction "surcharges" at certain ATMs owned and operated by other institutions and not controlled by ESL even if the NYCE or PLUS network logos are displayed (and you may be charged a fee by them for a balance inquiry). An institution implementing an ATM transaction surcharge at their ATMs must disclose to you the amount of the surcharge before you complete your transaction and must give you the option to discontinue your transaction before you incur such a surcharge. ESL has no control over these surcharges and does not receive any portion of the surcharge.

Any ATM, POS, or ESL Visa Business Debit Card transaction that clears against insufficient funds in your account at ESL may result in an Overdraft/Insufficient Funds fee for each transaction, regardless of the account balance indicated at the ATM, POS, or Visa terminal at the time you performed the transaction. Due to different computer updating processes, the

account balance indicated at the ATM, POS, or Visa terminal may not always reflect the actual balance in your account at ESL. Refer to the Business Banking Fee Schedule for fee amounts.

If you request a new ESL Visa Business Debit Card to be expedited, there may be a rush charge fee. See Business Banking Fee Schedule for fee amount.

19. STOPPING PAYMENT

ESL Visa Business Debit Card & TEL-E\$ In view of the immediate posting of some of these transactions, you may not stop payment on any ESL Visa Business Debit Card or TEL-E\$ transactions.

ESL Business Online/Mobile/Text Banking and ESL Online Bill Pay In view of the immediate posting of ESL Business Online/Mobile/Text Banking transactions, you may not stop payment on any ESL Business Online/Mobile/Text Banking transaction. However, you may stop payment on ESL Online Bill Pay transactions if the payment has not yet been processed. Simply select "cancel" next to the payment in the Pending Payments section of the Make Payments summary screen. If you have questions regarding a stop payment you may use ESL Live Chat Banking at esl.org, or call 585.336.1000 or 800.848.2265 and speak with an ESL Representative.

20. LIABILITY FOR FAILURE TO STOP PAYMENT

All EFT Services If you request to stop one or more payments three business days or more before the transfer is scheduled and we do not do so, the liability of ESL is limited to any late fees you may have incurred as a result of the failure to effect the transfers. In addition, ESL is not liable:

1. If there is a terminal or equipment failure.
2. If circumstances beyond our control (such as fire or flood) prevent the transfer, and we have taken reasonable precaution to avoid such circumstances.
3. Our failure to stop payment resulted in payment on your behalf of a debt for which you were actually liable and you thereby received the benefit of our payment.

21. CANCELLATION

ESL Visa Business Debit Card You may not use your ESL Visa Business Debit Card for any transaction after the expiration date printed on the card. You may cancel card privileges at any time by delivering all cards to us cut in half. We may cancel your card privileges at any time, and need not give you advance notice of such cancellation. You must return all cards immediately upon request. Cancellation of card privileges in no way affects your responsibility for card transactions chargeable to your account(s), whenever the transactions are posted to us.

ESL Business Online/Mobile/Text and ESL Online Bill Pay If you do not access either ESL Online/Mobile/Text Banking or ESL Online Bill Pay for a period of 12 consecutive months, your access privileges will be cancelled. You can reinstate these privileges simply by using ESL Live Chat Banking at esl.org, or calling us at 585.336.1000 or 800.848.2265.

You may terminate ESL Business Online/Mobile/Text Banking or ESL Online Bill Pay at any time by notifying us in writing and no longer using the service. To cancel ESL Online Bill Pay you may also use ESL Live Chat Banking at esl.org or call 585.336.1000 or 800.848.2265. Any authorizations from you to make payments will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to process it. Once we have acted upon your verification of termination, no further payments will be made; including payments scheduled in advance or pre-authorized recurring payments.

ESL also reserves the right to terminate your ESL Business Online/Mobile/Text Banking and/or ESL Online Bill Pay at any time and without advance notice if you incur excessive overdraft transactions, or otherwise misuse the service(s). Termination of ESL Business Online Banking and/or ESL Online Bill Pay privileges in no way affects your responsibility for ESL Business Online/Mobile/Text Banking and ESL Online Bill Pay transactions chargeable to any of your ESL accounts, when the transactions are posted to us. Any such termination by you or ESL applies only to ESL Business Online/Mobile/Text Banking and/or ESL Online Bill Pay service(s) and does not necessarily close any of your accounts or services.

22. DISCLOSURE OF ACCOUNT INFORMATION

All EFT Services We will disclose information to third parties about your account(s) or transfer(s):

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a credit bureau; or
3. In order to comply with government agency or court order; or
4. If you give us your written permission.

23. NOTIFICATION OF CHANGE IN LEGAL STRUCTURE, OFFICERS OR OWNERS

If you are an organization, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.

24. APPLICABLE LAW

Except to the extent that Federal law is controlling, your rights, our rights, and the terms of this Agreement will be governed in all respects by New York State law.

25. AMENDMENTS

From time to time, we may amend this Agreement. If an amendment results in increased cost to perform an EFT transfer or service; or increased liability to you, decreases the type of electronic funds transfers available to you, or places stricter limitations on the frequency or dollar amount of transfers, written notice of the amendment will be mailed to your current address as shown on our records at least 21 days before the effective date of the amendment.

If you have registered to receive your statements online at esl.org, you have agreed to receive all disclosures electronically; therefore, you will receive notice of the amendment on our website. However, if an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic funds transfer system or account, we will provide written notice of the change to you on the next periodic statement or within 30 days, unless disclosure would jeopardize the security of the system or account.

ACCEPTED BY:

ESL Federal Credit Union
Corporate Headquarters
225 Chestnut Street
Rochester, NY 14604