

Account Verification Agreement

This Agreement is between you and First New York Federal Credit Union (also referred to as "we," "us" or "First New York"). The terms "you" and "your" refer to the individual that registers for the Service. This Agreement sets forth the terms and conditions for your use of the Account Funding Services

When you click on the "I Agree" button, you agree to this Agreement. If you do not agree to all of this Agreement, click on the "I Do Not Agree" button. If you do not accept this Agreement, you will not be entitled to use the Account Funding Services.

We reserve the right at our discretion to make changes to this Agreement. Upon any change, First New York will notify you by electronic mail, or by a link to or posting of the new or different Agreement. You agree to accept electronic communications, links to and/or postings of any revised Agreement and that such electronic communications, links and/or postings constitute notice to you of any new or different Agreement. If you continue to use the Account Funding Services thereafter, your continued use of the Account Funding Services constitutes acceptance of the changes and an agreement to be bound by this Agreement, as amended. If you do not agree to the changes, you agree to discontinue your use of the Account Funding Services.

1. PERMISSIBLE USERS OF THE ACCOUNT FUNDING SERVICES

In order to register or use the Account Funding Services, you must be at least 18 years old, a United States resident and legally capable to enter into contracts. You may only use the Account Funding Services for personal or individual use. You may not use the Account Funding Services on behalf of any business, partnership, corporation, proprietorship or other entity. You may not resell or otherwise provide other persons with access to the Account Funding Services using your password or user names.

2. DEFINITIONS

The following defined terms are used in this Agreement: "Business Day" is every banking day observed by the Federal Reserve. Holidays are observed in accordance with the Federal Reserve and are published at <http://frbervices.org/HomePage/Holidays.html> and other sites supported by the Federal Reserve.

"Account" is a checking, savings or other asset account that you open with First New York via the Online Account Opening Service.

"Bank Account" is a checking or savings account held in your name at an unaffiliated financial institution in the United States. The Bank Account must be a U.S. dollar denominated account, and must be held in your name in the same right and capacity as the Account at First New York.

3. VERIFICATION OF IDENTITY AND ACCOUNT OWNERSHIP

You authorize us to obtain information from any financial institutions holding your Bank Accounts to confirm your ownership of the Bank Accounts. You also authorize us to request information regarding you and your Bank Accounts and Accounts from other third party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as necessary to provide the Online Account Opening Service to you. First New York is under no obligation to you or any other person to verify or confirm your registration information or your ownership of the Accounts or the Bank Accounts.

Your use of the Account Verification Service is subject to the terms and conditions of this Account Verification User Agreement and First New York's User Agreement incorporated herein by reference. Proceeding with using this service constitutes your assent to and acceptance of this Agreement.

CHALLENGE DEPOSITS. The Challenge Deposit Verification Service is an alternate method of verifying your access to an external financial account. By using the Challenge Deposit Verification Service, you authorize First New York and Yodlee to make up to two micro-deposits (less than \$1.00) to the external financial account specified by you. You will thereafter verify the amounts deposited to First New York and Yodlee.

PROVIDE ACCURATE INFORMATION. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information.

THIRD PARTY ACCOUNTS. By using the Account Verification Service, you authorize First New York and its supplier Yodlee, Inc. ("Yodlee") to access third party sites designated by you, on your behalf, to retrieve information requested by you. For all purposes hereof, you hereby grant First New York and Yodlee a limited power of attorney, and you hereby appoint First New York and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU

ACKNOWLEDGE AND AGREE THAT WHEN FIRST NEW YORK OR YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, FIRST NEW YORK AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Account Verification Service is not endorsed or sponsored by any third party account providers accessible through the Account Verification Service. You are licensing to First New York and Yodlee any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Account Verification Service. First New York and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Account Verification Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, First New York and Yodlee may use the Content for the purposes set out above. As between First New York and Yodlee, First New York owns your confidential account information.

USE OF RESULTS LIMITED. You agree that the results of the Account Verification Service are for your use only in connection with the Online Account Opening Service, on First New York's Web site. You agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the Service.

4. USER NAME AND PASSWORD PRIVACY

First New York employees do not have access to your third party site usernames and passwords.

5. PROVIDE ACCURATE INFORMATION

You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other Web sites, as requested in First New York's registration form and account setup forms and you agree to not misrepresent your identity or your account information. Accurate records enable us to provide the Account Funding Services to you.

You agree to keep your registration and account information up-to-date and accurate.

6. OBEY THE LAW

You agree not to use the Account Funding Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others) invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

7. PROPRIETARY RIGHTS

You acknowledge and agree that First New York and/or its licensors or suppliers own all rights to this Web site, the content displayed on the site and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with the Account Funding Services. You are only permitted to use the foregoing as expressly authorized by this Agreement and otherwise by the Account Funding Services. You may not copy, reproduce, distribute, or create derivative works from any content. Further, you agree not to reverse engineer or reverse compile any technology associated with the Account Funding Services, including but not limited to, any software applications or Java applets associated with the Account Funding Services.

8. INDEMNIFICATION

You agree to protect and fully compensate First New York and its affiliates, subsidiaries, licensors, suppliers and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Account Funding Services, your violation of the Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

9. ERRORS AND QUESTIONS

In case of errors or questions about your use of the Account Funding Services, you should notify us as soon as possible via the contact information posted on our Internet Web site.

10. INFORMATION AUTHORIZATION You agree that some or all of the registration information you provide to the Account Funding Services can go through a verification process. In addition, you agree that First New York reserves the right to request a review of your credit report at its own expense through an authorized bureau.

11. SERVICE CHANGES AND DISCONTINUATION

First New York reserves the right to change or discontinue, temporarily or permanently, the Account Funding Services at any time without notice. You agree that First New York will not be liable to you or any third party for any modification or discontinuance of the Account Funding Services.

First New York or its service providers may (i) suspend or discontinue the provision of the Account Funding Services to you, (ii) suspend or discontinue your ability to use a particular Account in connection with the Account Funding Services, or (iii) refuse to

process a transaction requested by you in connection with the Account Funding Services, for any reason in First New York's or its service providers' reasonable discretion, including but not limited to instances where First New York or its service providers are unable to validate any registration or transaction information provided by you, or if First New York or its service providers believe that providing the Services or completing the requested transaction may expose First New York or its service providers to a risk of loss or violation of applicable law. In the event of such suspension or discontinuation, First New York will notify you. Upon suspension or discontinuation, any recurring or future-dated transfers that have been scheduled by you will not be initiated (unless the suspension or discontinuation only concerns an Account not involved in funding or receiving such recurring or future-dated transfer).

12. EXCLUSIVE AGREEMENT

You agree that this Agreement is the complete and exclusive statement of the agreement between you and First New York with respect to the Account Funding Services, and the Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and First New York relating to the subject matter of this Agreement. The terms of this Agreement, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and First New York.

13. STANDARD OF CARE

First New York will use commercially reasonable efforts to provide you with the Account Funding Services. In addition to other limitations on liability set forth in this Agreement, First New York shall incur no liability to you if the Account Funding Services do not function as described because of the existence of any one or more of the following circumstances: 1. The Account Funding Services are not working properly and you know or have been advised by us about the malfunction before you execute a transaction; 2. You have not provided the Account Funding Services with the correct registration information, or other information used to provide the Services to you; and/or, 3. Circumstances beyond control of First New York (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the requested Service or transaction and First New York has taken reasonable precautions to avoid those circumstances.

14. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE ACCOUNT FUNDING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE ACCOUNT FUNDING SERVICES IS AT YOUR SOLE RISK. THE ACCOUNT FUNDING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, FIRST NEW YORK (AND ITS SERVICE PROVIDERS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE ACCOUNT FUNDING SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE ACCOUNT FUNDING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

FIRST NEW YORK AND ITS SERVICE PROVIDERS AND SUPPLIERS MAKE NO WARRANTY THAT (I) THE ACCOUNT FUNDING SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE ACCOUNT FUNDING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ACCOUNT FUNDING SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ACCOUNT FUNDING SERVICES WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ACCOUNT FUNDING SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FIRST NEW YORK OR ITS SERVICE PROVIDERS AND SUPPLIERS THROUGH OR FROM THE ACCOUNT FUNDING SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

15. LIMITATION OF LIABILITY

The foregoing shall constitute First New York's entire liability and your exclusive remedy. In no event shall First New York or its service providers be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if advised of the possibility of such damages, arising in any way out of: (a) the installation, use, or maintenance of the equipment, software, and/or the account funding services, (b) unauthorized access to or alteration of your transmissions or other data, (c) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider website, even if the provider has been advised previously of the possibility of such damages; or (vi) any other matter relating to the account funding services.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

16. PRIVACY AND USE OF YOUR INFORMATION

Your use of the Account Funding Services is subject to the First New York's Privacy Policy. You can review First New York's Privacy Policy posted on our Internet Web site. Your registration and other information that is transferred to a third party in connection with your use of the Account Funding Services is subject to the privacy policy of such third parties.

17. ELECTRONIC COMMUNICATIONS

This Agreement and any notices or other communications regarding the Account Funding Services may be provided to you electronically, and you agree to receive communications from First New York in electronic form. Electronic communications may be posted on the First New York Web site and/or delivered to your registered e-mail address. All communications in electronic format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. Your consent to receive communications electronically is valid until you revoke your consent by notifying First New York of your decision to do so. If you revoke your consent to receive communications electronically, First New York will terminate your right to use the Account Funding Services. You may print a copy of any electronic communications and retain it for your records.

18. CHOICE OF LAW

This Agreement is governed by and interpreted under the federal laws of the United States and the laws of the state of New York as such laws are applied to agreements entered into and to be performed entirely within the state of New York by residents of that state. This Agreement is the entire understanding between you and First New York about the Account Funding Services.

19. OTHER

All notices to you shall be in writing and shall be made either via e-mail or conventional mail, at First New York's discretion.

First New York may broadcast, link to and/or post notices or messages through the Account Funding Services to inform you of changes to the Agreement, the Account Funding Services, or other matters of importance; such broadcasts shall constitute notice to you. All notices to First New York must be made in writing at our address below. If any provision of this Agreement is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.