

TERMS OF USE

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The Tri State Area Federal Credit Union (TSAFCU) Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the TSAFCU Web Site constitutes your agreement to all such terms, conditions, and notices.

Modification Of These Terms Of Use:

TSAFCU reserves the right to change the terms, conditions, and notices under which the TSAFCU Site /Services are offered. You are responsible for regularly reviewing these terms and conditions and additional terms. Your continued use of the TSAFCU Site/Services constitutes your agreement to all such terms, conditions, and notices.

Personal And Non-Commercial Use Limitation:

Unless otherwise specified, the TSAFCU Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the TSAFCU site.

Cookies:

Cookies are common technology used for remembering information about the visitor to a webpage such as login, preferences, etc. Cookies are only used on the TSAFCU website when the member chooses "remember me" when signing into Home Banking. This cookie expires in 21 days

Links To Third Party Sites:

The TSAFCU Site/Services may contain links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of TSAFCU and TSAFCU is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. TSAFCU is not responsible for webcasting or any other form of transmission received from any Linked Site nor is TSAFCU responsible if the Linked Site is not working appropriately. TSAFCU is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TSAFCU of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the TSAFCU Site/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. TSAFCU shall not be responsible or liable for any part of any such dealings or promotions.

No Unlawful Or Prohibited Use:

As a condition of your use of the TSAFCU Site/Services, you will not use the TSAFCU Site/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Unauthorized access, use or reproduction of this site, in whole or in part, without written permission of TSAFCU is not permitted and may constitute a crime punishable by law. You may not use the TSAFCU Site/Services in any manner which could damage, disable, overburden, or impair any TSAFCU Site/Service(s) (or the network(s) connected to any TSAFCU Site/Service(s)) or interfere with any other party's use and enjoyment of any TSAFCU Site/Service(s). You may not attempt to gain unauthorized access to any TSAFCU Site/Service, other accounts, computer systems or networks connected to any TSAFCU Site/Service, through hacking, Password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the TSAFCU Sites/Services.

Service Contact: jim@tsafcu.com

Termination/Access Restriction: TSAFCU reserves the right, at its sole discretion, to terminate your access to the TSAFCU Site/Services and the related services or any portion thereof at any time, without notice.

TSAFCU may also terminate or suspend your access to TSAFCU Site/Service(s) for inactivity, which is defined as failing to log into a particular service for an extended period of time, as determined by TSAFCU. Upon termination of the TSAFCU Site/Service, your right to use the TSAFCU Site/Service immediately ceases. TSAFCU shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

Business And Processing Days – The TSAFCU online site/services will be available 24 hours a day, seven days a week, except when down for maintenance as indicated in paragraph titles "System Unavailability".

Stop Payments - Stop payments cannot be completed online. You must contact an TSAFCU Representative by calling 518-686-4504 or by visiting the Credit Union located at 28 Church Street, Hoosick Falls, NY during normal business hours Monday – Wednesday, Friday 9AM – 4PM, Thursday 9AM – 5PM and Saturday 8AM – 10AM

Limits On Transfers And Transactions – With the exception of the specific transactions listed below, there are no limits on the number or value of transactions you may initiate through TSAFCU Online, provided collected funds are available in your account. You cannot initiate a transfer from Share Certificates or IRA accounts, or any restricted accounts, such as mortgage holding or Holiday Club accounts. TSAFCU reserves the right to limit the frequency and dollar amount of transactions at any time for security reasons.

Transaction Limitations On Share Savings Accounts – During any statement period, you may not make more than six withdrawals or transfers from any savings account to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. If you exceed the transfer limitation set forth above in any statement period, TSAFCU reserves the right to close your account. No such limitations apply with regard to checking account transactions.

Funds Availability And Accrual Of Dividends - Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer if received during business hours in accordance with our “Funds Availability Policy”. Dividends begin to accrue on the effective date of the transfer.

Loan Payments – Loan Payments may be made online by transferring money from a TSAFCU share draft or share account to the TSAFCU loan account. Payment is effective at the time of the internal transfer

Issuance And Confidentiality Of Your Password – You are provided with an initial Password for use with TSAFCU Online and are required to choose a new Password once your account is activated. Your Password is confidential and should NOT be disclosed to others or recorded on documents or records located on or around your PC. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Password that authority shall continue until you specifically revoke such authority by changing the Password or by notifying TSAFCU and selecting a replacement Password. You understand that if you reveal your Password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of the service. If you fail to maintain security of your Password and TSAFCU suffers a loss, we reserve the right to terminate service to you under this agreement and disclosure, as well as to terminate other Credit Union deposit and loan services. TSAFCU will not be responsible for any losses you suffer due to your failure to maintain the security of your Password, except as required by law or regulation. Users of the service should use such other Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. The Service provides the capability for you to change your Password. To help safeguard your security, you should change your Password frequently. If you forget your Password you may use the forgotten Password feature. If your access is disabled due to the use of an incorrect Password, you must contact an TSAFCU Representative.

TSAFCU's Liability For Failure To Make Transfers – If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we may be liable for your losses and damages. However, it is your responsibility to verify that the transaction confirmation was received. There are some exceptions. We will NOT be liable for example, if: 1. Through no fault of ours, you do not have sufficient available funds in your account to make the transfer; 2. The transfer would exceed any permitted overdraft agreement you have with us; 3. Circumstances beyond our control (such as fire, flood, power failure, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer, despite reasonable precautions taken by us; 4. The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; 5. The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely; 6. The system was not working properly and you knew about the breakdown when you started the transfer; or 7. You are in default on an account to which you are attempting a transfer.

In addition, TSAFCU will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through the service under any of the following circumstances: 1. If you did not properly follow the service instructions on how to make the transfer; 2. If you did not give TSAFCU complete, correct, and current instructions or information; 3. If your personal computer and/or software malfunctioned for any reason; 4. If the transfer could not be completed due to system unavailability; or 5. We blocked the transfer to protect the integrity or security of the system.

Member's Responsibility And Liability For Unauthorized Transfers – You are responsible for all transfers you initiate and authorize using the service. If you permit other persons to use the service or give them account information, passwords or PIN's you are responsible for any transactions they authorize from any of your accounts.

In Case Of Errors, Questions, to reset Passwords, to register complaints, to request copies, to request information, to inquire about the status of a loan application, to inquire into refusal of credit, etc. please contact TSAFCU by phone at 518-686-4504, by email at philly@tsafcu.com, by fax at 518-686-7685, by mail at PO Box 70, Hoosick Falls, NY 12090 or by visiting us at 28 Church Street, Hoosick, Falls, NY during normal business hours Monday – Wednesday, Friday 9AM – 4PM, Thursday 9AM – 5PM and Saturday 8AM – 10AM

If you contact us verbally, we may require you to send us your complaint, questions, etc. in writing within ten (10) business days. We will tell you, either verbally or in writing the results of our findings within ten (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 forty-five (45) calendar days to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account.

For transactions initiated outside the US, the time period stated above increases to ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation

If we determine there was no error, we will send you written explanation within three (3) business days

Right To Receive Documentation Of Transfers – Your completed transactions will appear on your periodic account statements. You will get a monthly account statement of all activity on your accounts unless there has been no activity in a particular month. In any case you will receive a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers, payments, etc. through inquiry of your account history using the Online service. Paper statements are available for a fee of \$1.00 per month

Fees And Charges – There is currently a \$4.00 per month fee for out Online service. TSAFCU reserves the right to impose fees or to subsequently change any fee structure, if necessary, at its discretion, with appropriate notice. TSAFCU reserves the right to deactivate member access to TSAFCU Online for those who have not logged into the service for 90 consecutive days or more.

System Unavailability – Access to service may be unavailable at certain times for the following reasons: 1. Scheduled maintenance – There will be periods when systems require maintenance or upgrades; 2. Unscheduled maintenance – service may be unavailable when unforeseen maintenance is necessary; or 3. Systems outages – major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages, that may cause system unavailability. TSAFCU will make all reasonable efforts to ensure the availability of the service. However, TSAFCU is in no way liable for the unavailability of the service or any consequential damages that may result.

Other Limitations Of Liability – You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software TSAFCU expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data. TSAFCU is not responsible for any errors or failures due to any malfunction of your personal computer or software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of any internet service

Governing Law – This agreement is made in New York State and shall be construed and governed by the laws of the State of New York to the extent the New York law is not inconsistent with Controlling Federal Law.

Copyright and trademark notices:

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