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MEMBERSHIP ACCOUNT AGREEMENT AND DISCLOSURES

This Membership Account Agreement and Disclosure is the contract of deposit that covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "You" and "Yours" mean those who sign the Member Account Application. The words "We", "Us", "Our" and "Credit Union" mean Stewart's Federal Credit Union. The word "account" means any account or accounts you have with the Credit Union. The classification and form of ownership of your accounts are designated on your Member Account Application.

By signing the Member Account Application that is a part of the Agreement, or by establishing and using the account, each of you, jointly and severally, agrees to the terms and conditions in this Agreement, including the Account Agreement, Truth-in-Savings Disclosures, Rate Addendum, Fee Schedule, Funds Availability Policy, Electronic Funds Transfer Agreement, Privacy Policy, any account receipt, the Credit Union's bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement as amended from time to time.

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH THE CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

1. **Membership Eligibility.** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership, and must purchase and maintain at least one share as required by Credit Union Bylaws. To verify your eligibility for the accounts and services you request, you authorize us to investigate your account history, credit history, and employment history and to obtain a credit report from third parties, including credit reporting agencies.

2. **INDIVIDUAL ACCOUNTS.** An Individual account is an account owned by one depositor, including any natural person, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an Individual account, the interest of a deceased natural person owner will pass, subject to applicable law, to the decedent's estate or payable on death (POD) beneficiary, if applicable.

3. **JOINT ACCOUNTS.** An account owned by two or more persons is a Joint account.

   a. **Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Any account owner may withdraw all available funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the funds of any account, including funds representing a membership share, without the consent of the other account owner(s), and the Credit Union shall have no duty to notify any other joint account owner(s) of any such actions taken by an account owner. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

   b. **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount, and any charges and transactions, regardless of who created the overdraft, deposited or cashed the item, or benefited from or initiated the transaction. A joint owner shall be responsible for returning any unused drafts or access devices from any joint owner removed from the account. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

   c. **Rights of Survivorship.** For a joint account, the existence or non-existence of rights of survivorship shall be established by designation on the Membership Application. If the Membership Application designation is "Joint account with survivorship," then, on the death of an owner of the account, the deceased owner's interest in the account passes to the surviving owner(s) of the account. If the designation is "Joint account - no survivorship," then, on the death of an owner of the account, the deceased owner's interest in the account passes as a part of that owner's estate under the deceased owner's will, trust, or by intestacy. If no designation is made on the Membership Application or if the designation is unclear, a multiple owner's account does not include rights of survivorship.

4. **Joint Account Disclosure Notice.** Section 675 of the NYS Banking Law and NYS Banking Board General Regulations Part 15 require that the following information be disclosed to each owner of a joint account: (1) The account balance, and any additions thereto, become the property of each owner as joint tenants and, as such, the credit union may release the entire account to any owner during the lifetime of all owners. (2) The credit union may honor checks drawn by, or withdrawal requests from, any owner during the lifetime of all owners. (3) The credit union may be required by service of legal process to remit funds held in the joint account to satisfy a judgment entered against, or other valid debt incurred by any owner of the account. (4) The credit union may honor checks drawn by, or withdrawal requests from the survivor(s) after the death of any owner(s). (5) The credit union may treat the account as the sole property of the survivor(s) after the death of any owner(s). (6) Unless the credit union receives written notice signed by any owner not to pay or deliver any joint deposit or addition or accrual thereon, the credit union shall not be liable to any owner for continuing to honor checks drawn by, or withdrawal requests from, any owner. (7) After receipt of the written notice referred to in Number 6 above, the credit union may require the written authorization of any or all joint owners for any further payments or deliveries. (8) Any owner may pledge all or any part of the account balance in this account as collateral security for a loan or loans.

5. **PAYABLE ON DEATH (POD)/TRUST ACCOUNT DESIGNATIONS.** A Payable on Death (POD) account or Trust account designation is a written instruction to the credit union that an individual or joint account so designated is payable to the owner(s)/trustee(s) during his, her or their lifetimes and, when the last account owner/trustee dies, is payable to all surviving POD or trust beneficiaries/payees. If there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. It is your responsibility to understand the legal implications of establishing an account with a Payable On Death/Trust designation.

   This paragraph applies only to a trust that is established at the time an account is opened. This paragraph does not apply to an account held on behalf of or held in the name of a trust previously established under applicable law. The trust documents establishing such a trust shall control disposition of funds held by such trust.

6. **ACCOUNTS FOR MINORS.** For any account established by or for a minor, the Credit Union reserves the right to require that any minor account owner has been issued his or her Social Security Number (SSN) or Tax Identification Number (TIN), and to have a qualified joint account owner who is at least eighteen (18) years of age, who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. The minor account owner's Social Security Number (SSN) or Tax Identification Number (TIN) must be shown on the account. We will be unable to open an account for a minor who has not been issued or applied for an SSN or TIN. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship. The Credit Union may make payments of funds

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directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The Credit Union will not honor any transaction request by a parent or guardian who is not a joint account owner. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

7. **UNIFORM TRANSFERS TO MINORS ACT / UNIFORM GIFT TO MINORS ACT ACCOUNT.** A Uniform Transfers to Minors Act (UTMA) Account / Uniform Gift to Minors Act (UGMA) Account is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

   The gift of money to the minor named at the time an UTMA/UGMA Account is established includes all dividends on the amount deposited and all dividends on any future additional deposits. An UTMA/UGMA Account is established in accordance with and is subject to all provisions of the Uniform Transfers/Gifts To Minors Act in effect in the state in which the Account is established, and as it may be modified from time to time thereafter. The age of delivery to the FBO minor shall be upon the minor obtaining the age of majority as established by the applicable State's UTMA/UGMA statute, unless otherwise specified by the custodian.

   It is your responsibility to determine any legal effects related to this type of Account.

8. **AGENCY DESIGNATION.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

   It is your responsibility to determine any legal effects related to establishing an account with an agency designation.

9. **TRUST ACCOUNT**. The parties named as trustees to the Account own the Account in proportion to the parties' net contributions to the Account. A trustee may withdraw funds from the Account. A beneficiary may not withdraw funds from the Account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the Account passes to the beneficiary. The trust Account is not a part of a trustee's estate and does not pass under the trustee's Will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

10. **DEPOSIT REQUIREMENTS.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with and subject to the requirements and limitations set forth in the Rate Addendum. All accounts are non-assignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement, the terms of the Rate Addendum and Schedule of Fees and Charges, and the terms and disclosures on your certificate account receipt for each account, which is incorporated herein by this reference.

    a. **Indorsements.** You authorize the Credit Union, at its discretion, to accept transfers, checks or drafts and other items for deposit into any of your accounts, whether or not they are indorsed by all payees. The Credit Union reserves the right to verify all indorsements on checks or drafts presented for deposit, either in person or by comparison with member signature files. If insurance, government, and certain other checks require an indorsement as set forth on the back of the check, the Credit Union may require indorsement as set forth on the check. Indorsements must be placed in the space on the back of the check between the top edge and one and a half inches from the top edge. The Credit Union may accept checks with indorsements outside this space. However, if any such indorsements or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. If a check or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person.

    b. **Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an un-staffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

    c. **Restrictive Legends.** Some checks contain restrictive legends or similar limitations on the front of the item. Some examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over $500.00." We are not liable for payment of any check contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

    d. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such a fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items indorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

    e. **Direct Deposits.** The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e. payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits or preauthorized transfers by a separate authorization. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit including government payments or benefits. Upon filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

    f. **Crediting of Deposits.** Deposits made on non-business days will be credited to your account on the next business day. Deposits received at un-staffed facilities such as night depositories and ATMs will be credited on the day funds are removed and processed by the Credit Union. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

11. **ACCOUNT ACCESS**

    a. **Authorized Signature.** Your signature on the Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

    b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, mobile device, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We reserve the right to restrict account withdrawals or transfers from your account, provided that we shall not be liable for any damages arising from any action we take regarding either: (i) withdrawals or transfers; or (ii) payments or nonpayment of a check or draft, except for those damages which may arise solely as a result of the credit union's negligence.

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c. **Credit Union Examination.** The Credit Union may disregard information on any check or draft other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

12. **ACH AND WIRE TRANSFERS.** Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC-4A) will be subject to such provisions of the UCC as enacted by the state in which the account is held. Credits given by any Receiving Depository Financial Institution (RDFI) to the receiver with respect to any ACH credit entries subject to UCC-4A initiated from your account(s) are provisional until the RDFI has received final settlement through a Federal Reserve Bank, or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the RDFI does not receive final settlement or payment, then that institution shall be entitled to a refund from the receiver of the amount that was credited, and the Credit Union shall not be deemed to have paid the receiver the amount of such entry.

    We may execute certain requests for electronic fund transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic fund transfers to or from your account. We will debit your account for the amount of an electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account.

    You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and, if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request.

    When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. You understand and agree that the credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number you have provided, even if the number identifies a different person or financial institution.

    Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

    We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction.

13. **UCC ARTICLE 4A DISCLOSURE.** Disclosures Regarding Electronic "Wholesale Credit" Transactions Subject To Uniform Commercial Code Article 4a.

    a. **Provisional Payment.** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

    b. **Notice of Receipt of Entry.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

    c. **Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

14. **ELECTRONIC CHECK TRANSACTIONS**

    a. **Electronic Checks.** If you authorize a merchant to electronically debit your share draft account using the routing, account, and serial number of your draft to initiate the transfer, whether the draft is blank, partially- or fully-completed and signed, such authorization is an electronic draft conversion. An electronic check conversion is an electronic fund transfer (EFT) subject to the terms of the Electronic Fund Transfers Agreement. You authorize us to honor any electronic draft conversion from your share draft account.

    b. **Electronic Re-presented Checks.** If you write a draft on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the draft may re-present the draft to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the draft. If we receive an electronic re-presented draft, we will pay or return the electronic re-presented draft as if the original paper draft was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic fund transfer subject to the terms of the Electronic Fund Transfers Agreement. If you want to reverse an electronic re-presented draft, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented draft. In your affidavit, you must declare and swear/affirm under penalty of perjury that the electronic re-presented draft was ineligible or unauthorized. If we receive a proper notice of affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented draft, you must follow the procedures for stopping payment of drafts, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper draft or a copy of the paper draft, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

15. **ACCOUNT RATES AND FEES.** The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth in the Rate Addendum and Schedule of Fees. You agree that the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate Addendum and Schedule of Fees has changes from time to time and you will be notified.

16. **TRANSACTION LIMITATIONS**

    a. **Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft coverage plan. Drafts or other transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge set forth in the Schedule of Fees. You understand and agree that multiple attempts may be made to submit an item for payment and that multiple fees may be charged to you as a result of these represented item(s). If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

    The Credit Union may also refuse to allow a withdrawal in other cases, for example: if there is any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); if a legal garnishment or attachment is served; if the account secures an obligation to the Credit Union; if any required documentation has not been presented; or if you fail to repay a Credit

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Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except share draft accounts) of no less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

b. Transfer Limitations. For all share accounts, you may make up to three (3) preauthorized, automatic, telephonic, or home-banking transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including written orders received through the automated clearing house (ACH). There is no limit to the number of transactions you may make in the following manner:

i. transfers to any loan account with the Credit Union;

ii. transfers to another Credit Union account or withdrawals (drafts mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an ATM.

If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge as set forth in the Rate Addendum and Schedule of Fees and Charges.

17. OVERDRAFTS

a. Overdraft Liability. If on any day, the available funds in your share draft account are not sufficient to cover drafts and other items posted to your account, those drafts and items will be handled in accordance with our overdraft procedures. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's processing deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge an insufficient funds (NSF) fee for an item whether paid or returned as set forth in the Schedule of Fees. We may charge you an NSF fee each time an item is submitted to us for payment from your account when at the time of presentment your account does not have sufficient available funds or when we return, reverse, or decline to pay an item for any other reason authorized by the terms and conditions governing your account. Except as otherwise agreed to in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays an item that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any processing deadline limits.

b. How Transactions are Posted to Your Account. There are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check or draft, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

i. Drafts. When you write a draft, it is processed through the Federal Reserve System. We receive data files of cashed drafts from the Federal Reserve each day. The drafts drawn on your account are compiled from these data files and paid each day. We process the payments in the order contained in the data file.

ii. ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day.

iii. PIN-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

iv. Signature-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your share draft account has two kinds of balances: the actual balance and the available balance.

i. Actual Balance – Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect drafts you have written and are still outstanding or transactions that have been authorized but are still pending.

ii. Available Balance – Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and *(3)* any other holds, such as holds related to pledges of account funds, minimum balance requirements, or to comply with court orders.

We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online via Home Banking, at an ATM, by calling us at (518) 581-1201 ext. 3900 or stop by the Credit Union.

18. Returned Item/Non-Sufficient Funds (NSF) Fees. The Credit Union may return a check or debit transaction (e.g., ACH payments) submitted for payment against your checking or savings account if the amount of the check or debit exceeds the available balance in your checking or savings account. Each time we return a check or debit for insufficient funds, we will assess NSF fees in the amount shown on the Credit Union's current Schedule of Fees and Charges for each returned check or debit item. If the merchant that submitted the initial check or debit submits the same item again, after it is rejected the first time, then we may reject it again and charge another NSF fee resulting in another NSF fee for the same item.

The Credit Union has no control over the number of times a merchant may resubmit the same check or debit transaction to us for payment and you will be charged multiple NSF fees in connection with a single

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check or debit transaction that has been returned for insufficient funds multiple times. There is no limit on the total NSF fees we can charge you for each item presented.

19. **Minimizing Fees.** The best way to know the amount of available balance you have and to avoid paying overdraft or returned item fees is to record and track all of your transactions closely, including pre-authorization commitments, outstanding checks, ACH debits, internet bill payments, online and mobile banking transfers, restrictions on deposits (or returned deposits) and any other items that may reduce your available balance.

20. **POSTDATED AND STALE DATED ITEMS.** You agree not to issue any draft that is postdated. If you do issue a draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any draft drawn on your account that is presented more than six (6) months past its date.

21. **STOP PAYMENT ORDERS**
    a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any draft drawn upon your share draft account. However, you may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You may request a stop payment by telephone, by mail, fax or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date, and number of the draft and its exact amount. To be binding, the order must be in writing, dated, signed, and must accurately describe the draft including the exact account number, draft number and the exact amount of the draft. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the draft to the Credit Union, and to assist the Credit Union in legal action taken against the person.

    b. **Duration of Order.** You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order will be effective for 6 months. A written stop payment order may be renewed in writing, but any such renewal shall be treated as a new request. The Credit Union is not obligated to notify you when a stop payment order expires.

    c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Schedule of Fees. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorneys' fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

22. **LOST ITEMS.** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items, should they become lost in the collection process.

23. **CREDIT UNION'S LIABILITY FOR ERRORS.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to a legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

24. **CHECKS PRESENTED FOR PAYMENT IN PERSON.** We reserve the right to refuse any check, draft or instrument that is presented in person for deposit or payment at our sole discretion. You understand and agree that any such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

25. **REMOTELY CREATED CHECKS.** For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which drafts may be drawn. A remotely created draft is a draft created by someone other than the person on whose account the draft is drawn. A remotely created draft is generally created by a third party payee as authorized by the owner of the account on which the draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created draft. In place of the owner's signature, the remotely created draft usually bears a statement that the owner authorized the draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created draft for which the third party has proof of your authorization.

26. **CREDIT UNION LIEN AND SECURITY INTEREST.** Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. State law gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by applicable law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

    Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. If we do not enforce our rights to apply funds in your account to your obligations that are in default, such decision to not enforce our rights does not affect our right to enforce these rights at a later time.

27. **LEGAL PROCESS.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. If the Credit Union incurs any expenses or attorneys' fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

28. **ACCOUNT INFORMATION.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances, except as permitted by applicable law and this Agreement, subject to the requirements set forth in our privacy policy.

29. **NOTICES**
    a. **Your Name and Contact Information.** It is your responsibility to notify the Credit Union in the event of any: change in your mailing or physical address; change of your email address; change of your telephone number(s); or change of your name. We may require that updates to your name and contact information be provided in writing with your signature. The Credit Union is only required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. If the Credit Union attempts to locate you, the Credit

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Union may impose a service fee as set forth on the Schedule of Fees.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. Effect of Notice. Any written notice you give the Credit Union is considered given at the time you deposit the notice in the U.S. mail, postage prepaid and addressed to the Credit Union at our address, or when you deliver it for transmission to us by any other usual means of transmission, including electronic means. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, or if you have agreed to receive notices electronically pursuant to a separate agreement, then when furnished to you as provided in the separate agreement. For Joint accounts, notice provided to any one account owner is considered notice to all owners of the account. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability arising as a result of such instructions.

d. Electronic Notices. If you have agreed to receive notices electronically we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

30. TAXPAYER IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay the Internal Revenue Service (IRS) a required percentage of payments of dividends, and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account.

31. STATEMENTS

a. Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided in connection with your account, you agree that only one statement is necessary for a Joint account. For share draft accounts, you understand that when a draft is paid, your original draft becomes property of the Credit Union. Copies will be retained by the Credit Union and made available upon your request and subject to the fee set forth in the Schedule of Fees.

b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if: (i) you fail to notify the Credit Union within thirty-three (33) days of the mailing date of the earliest statement and availability of drafts containing any forgery, alteration, or unauthorized signature on the item; or (ii) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and draft copies, or modify the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the time limit specified in the Examination section (see above) after the statement and drafts are made available to you. If you fail to receive a periodic statement, you agree to notify us with 14 days of the time you regularly receive a statement.

32. INACTIVE AND ABANDONED ACCOUNTS. If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements.

If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by applicable state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law in a process known as "escheatment." We shall have no liability if your account is deemed abandoned and is therefore subject to escheatment. Once funds have been turned over to the state ("escheated"), you understand that we shall have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

33. TERMINATION OF ACCOUNT. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account drafts are lost or stolen; (e) there are excessive returned unpaid items not covered by an overdraft coverage plan; (f) any owner or authorized user causes the Credit Union to suffer a loss, or if there has been any misrepresentation or any other abuse of any of your accounts; or (g) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a Joint account. Your account removal or termination will not affect your responsibility for any loan obligations or prior transactions. The Credit Union is not responsible for payment of any draft, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a draft or other item after termination, you agree to reimburse the Credit Union for payment.

34. TERMINATION OF MEMBERSHIP. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw or by withdrawing your minimum required membership share, if any. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts or if you fail to comply with the Credit Union policies, procedures, or bylaws, conduct yourself in a threatening or abusive manner to Credit Union personnel, or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled you may not be a joint account owner on another account.

35. DEATH OF ACCOUNT OWNER. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the drafts and other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

36. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES. You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

37. SPECIAL ACCOUNT INSTRUCTIONS. You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by the appropriate form(s) as specifically designated by the Credit Union.

38. SEVERABILITY. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

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39. **ENFORCEMENT.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on accounts assessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

40. **NEGATIVE INFORMATION NOTICE.** We may report information about your loan, share or deposit accounts to credit bureaus or other consumer reporting agencies, as permitted by applicable law. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

41. **YOUR CONSENT TO RECEIVE CALLS, EMAILS OR SMS (text) MESSAGES.** You agree if you provide or have provided any telephone number, including a cell phone number, or email address on your Membership Application, other Credit Union form, or verbally, you are giving the Credit Union, its agents, employees, or third parties your consent to contact you at such telephone number(s) or email address(es) to discuss or communicate the status of your accounts or applications. You understand and agree that if we contact you at any telephone number or cell phone number you have provided, either by voice or SMS (text) message, you agree that we may contact you whether these numbers are dialed manually or by means of an automatic telephone dialing system, or whether we use a pre-recorded message. You understand and agree that you are not required to consent to telephonic or email contact as a condition of purchasing any property, goods or service (including loans).

    You may withdraw your consent at any time by contacting the Credit Union by phone, in person or by any other reasonable means informing us of your preferences.

    If you have entered into a separate agreement with us with regard to receiving documents electronically, that separate document will control the delivery of all documents covered by such agreement.

42. **GOVERNING LAW.** This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, local clearinghouse rules as amended from time to time, and regulations of the state of New York. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union's main office is located.

TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

Except as specifically described, the following disclosures apply to all of the accounts (All accounts described in this Truth-in-Savings Disclosure are share accounts).

COMMON FEATURES

1. **MEMBERSHIP.** As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth below.

❖ Par Value of One Share	$10.00
❖ Number of Shares Required	1 for individual accounts 2 for joint accounts

2. **MEMBER IN GOOD STANDING.** The Account services described herein are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing, which includes members that have:
    - ❖ A delinquent loan.
    - ❖ A share account balance below the minimum balance required to open.
    - ❖ An unresolved returned draft.
    - ❖ Any unpaid and uncollected credit union fees.
    - ❖ A negative balance on an account.
    - ❖ Caused a financial loss to the Credit Union.

3. **FEDERALLY INSURED AND REGULATED.** Member accounts are insured to an aggregate of $250,000.00 by the National Credit Union Administration (NCUA), an agency of the U.S. government.

4. **ANNUAL PERCENTAGE YIELD (APY).** The APY is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period.

5. **DIVIDEND COMPOUNDING AND CREDITING.** The compounding and crediting frequency of dividends are stated in the Rate Addendum and Schedule of Fees and Charges.

6. **ACCRUAL OF DIVIDENDS.** For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. Checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.

7. **NATURE OF DIVIDENDS.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

8. **DIVIDEND PERIOD.** The dividend period applicable to each account is set forth in the Rate Addendum and Schedule of Fees and Charges. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.

9. **TRANSACTION LIMITATION.** We reserve the right to at any time require not less than seven days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other share account as defined by Regulation D.

Please refer Rate Addendum and Schedule of Fees and Charges for additional information about rates and fees.

10. **SHARE AND CLUB ACCOUNTS**

a. **Rate Information.** For all dividend bearing accounts (except Share Certificate accounts), the dividend rate and APY may change at any time as determined by the Credit Union's Board of Directors. The dividend rates and APYs are the rates and yields as of the last dividend declaration date that is set forth in the Rate Addendum and Schedule of Fees and Charges.

b. **Balance Information.** To open any account, you must deposit or already have on deposit the minimum required share(s) in a share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Addendum and Schedule of Fees and Charges.

    For all accounts, there is a minimum average daily balance required to earn the APY disclosed for the dividend period. If the minimum average daily balance requirement is not met, you will not earn the APY stated in the Rate Addendum and Schedule of Fees and Charges.

c. **Balance Computation Method.** Dividends are calculated using the average daily balance. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

d. **Account Limitations.** During any month you may make no more than three (3) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For the applicable Regulation D withdrawal/transfer fee, refer to the separate Schedule of Fees and Charges.

e. **Fees For Overdrawing Accounts.** Fees for overdrawing your account may be imposed on each draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Fee Schedule for current fee information.

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For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

10. SHARE CERTIFICATE ACCOUNTS

a. Rate Information. The dividend rate and APY are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the APY is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

b. Dividend Period. The dividend period applicable to each account is set forth in the Rate Addendum and Schedule of Fees and Charges. The dividend period begins on the first day of the term and ends on the maturity date. The term for your account is disclosed on your certificate.

c. Dividend Compounding and Crediting. The compounding and crediting frequency of dividends are stated in the Rate Addendum and Schedule of Fees and Charges. At your option, you may choose to have dividends credited to your certificate account, paid to you by draft or transferred to another account of yours. If you elect to have dividends paid to you by draft or transferred to another account, compounding will not apply.

d. Balance Information. To open any account, you must deposit or already have on deposit the minimum required share(s) in a share account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Addendum and Schedule of Fees and Charges.

e. Balance Computation Method. Dividends are calculated by the average daily balance method. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

f. Transaction Limitations. After your account is opened you may not make additional deposits. You may make withdrawals subject to the early withdrawal penalties stated below.

g. Maturity. Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

h. Early Withdrawal Penalty. We may impose a penalty if you withdraw from your account before the maturity date.

i. Amount Of Penalty. For Share Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

- ❖ Terms up to 24 months ..... 90 days' dividends

j. How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividend has already been paid, the penalty will be deducted from the principal.

k. Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- ❖ When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.

l. Renewal Policy. Your account will automatically renew for another term upon maturity. You have a grace period of 10 days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

m. Nontransferable/Nonnegotiable. Your account is nontransferable and nonnegotiable.

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS AT THE CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

1. GENERAL POLICY. Our policy is to make funds from your cash, check or draft deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay drafts that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD. In some cases, we will not make all of the funds that you deposit by check or draft available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first $275.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

3. HOLDS ON OTHER FUNDS. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. LONGER DELAYS MAY APPLY. We may delay your ability to withdraw funds deposited by check or draft into your account an additional number of days for these reasons:

- ❖ We believe a check or draft you deposit will not be paid.
- ❖ You deposit checks or drafts totaling more than $6,725.00 on any one (1) day.
- ❖ You deposit a check or draft that has been returned unpaid.
- ❖ You have overdrawn your account repeatedly in the last six (6) months.
- ❖ There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

5. SPECIAL RULES FOR NEW ACCOUNTS. If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from cash deposits and electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of wire transfers, and the first $6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person at a branch, the first $6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eighth business day after the day of your deposit.

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6. **DEPOSITS AT NON-PROPRIETARY ATMS.** Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATM's that we own or operate. All ATM's that we own or operate are identified as our machines.

7. **FOREIGN CHECKS.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

ELECTRONIC FUNDS TRANSFER AGREEMENT

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ).

Electronic Funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B – Requirements for Remittance Transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than $15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. **EFT SERVICES.** If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

2. **VISA ATM/CHECK CARD.** If approved, you may use your card and personal identification number (PIN) to access your account. You may use your card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share and share draft account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

   For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts or approved overdraft protection accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in Automated Teller Machines ("ATMs) of the Credit Union, NYCE, Plus networks, and such other machines or facilities as the Credit Union may designate.

   At the present time, you may also use your card to:

   - Withdraw available funds from your share and share draft accounts.
   - Transfer available funds from your share and share draft accounts.
   - Obtain balance information for your share and share draft accounts.
   - Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
   - Order goods or services by mail or telephone from places that accept Visa.

   The following limitations on Visa ATM/Check Card transactions may apply:

   - Purchase amounts are limited to the available balance in your account.
   - For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
   - You may transfer up to the available balance in your accounts at the time of the transfer.
   - See the section "Transfer Limitations" for information about additional transaction limitations that may apply.

3. **HOME BANKING.** If we approve Home Banking for your accounts, you will be required to use secure login information to access the account(s).

   At the present time, you may use Home Banking to:

   - Withdraw available funds from your share and share draft accounts.
   - Transfer available funds from your share and share draft accounts.
   - Obtain balance information for your share, share draft and certificate accounts.
   - Make loan payments from your Credit Union loans.
   - Determine if a particular item has cleared.
   - Verify the last date and amount of your payroll deposit.

   Your accounts can be accessed via personal computer. Home Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

   The following limitations on Home Banking transactions may apply:

   - There is no limit to the number of inquiries you may make in any one (1) day.
   - There is no limit to the number of transfers or withdrawal requests you may make in any one (1) day up to your available balance.
   - See the section "Transfer Limitations" for information about additional transaction limitations that may apply

4. **BILL PAY.** To enroll for Bill Pay, log on to your Home Banking account and select "Bill Pay" to access the enrollment form, call us at (518) 581-1201, ext. 3900 or stop by the Credit Union.

   We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

   We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

   The following limitations on Bill Pay transactions may apply:

   - There is no limit on the number of bill payments per day.
   - The maximum amount of bill payments each day is subject to the available funds in your account.
   - See the section "Transfer Limitations" for information about additional transaction limitations that may apply

5. **PREAUTHORIZED EFTS.**

   a. **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will

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accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share/share draft account.

b. Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your share and share draft accounts.

c. Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.

d. Stop Payments of ACH/Electronic Check Items Affecting Non-Consumer Accounts. The stop payment order will remain in effect until the earlier of (1) the withdrawal of the stop payment order by the Receiver; (2) the return of the debit entry; or (3) six months from the date of the stop payment order, unless it is renewed in writing.

e. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

f. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

See the section "Transfer Limitations" for information about additional transaction limitations that may apply.

6. ELECTRONIC CHECK CONVERSION/ELECTRONIC RETURNED CHECK FEES. If you pay for something with a draft you may authorize your draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

7. TRANSFER LIMITATIONS. During any month you may make no more than three (3) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For the applicable Regulation D withdrawal/transfer fee, refer to the separate Schedule of Fees and Charges.

There is no limit to the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; (ii) transfers to another Credit Union account when such a transfer is initiated in person, by mail, or at an ATM; or (iii) withdrawals made by having drafts mailed directly to you when such a withdrawal is initiated in person, by mail, or at an ATM.

8. CONDITIONS OF EFT SERVICES

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be cancelled at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Visa purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions including, but not limited to, purchases and cash withdrawal transactions you complete using your card in person in a foreign country, ordering goods or services online, mobile device or Apps within the United States to a merchant located outside the United States.

A foreign transaction is **any transaction** that you complete or a merchant completes on your card outside of the United States with no regard to the physical location of your card, with the exception of U.S. military bases and U.S. territories.

a. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

b. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

c. Fees and Charges. There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Refer to the separate Rate and Fee Schedule for current fees.

d. Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft). If a transaction was made with your card or card number without your permission and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card or access code. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card or access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than $50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as $500.00.

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Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed or electronically sent to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(518) 581-1201, ext. 3900

or write to:

P.O. Box 435
Saratoga Springs, NY 12866

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your draft without your permission.

9. RIGHT TO RECEIVE DOCUMENTATION

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Visa ATM/Check Card transactions, preauthorized EFTs, electronic/PC transactions or Bill payments will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly and/or annually.

b. Terminal Receipt. You have the option to receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM, POS terminal, or Visa ATM/Check Card transaction with a participating merchant. A receipt may not be provided for certain small value transactions at POS terminals or with participating merchants.

10. DIRECT DEPOSIT. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (518) 581-1201 ext. 3900. This does not apply to transactions occurring outside the United States.

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

- ❖ As necessary to complete transfers;
- ❖ To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- ❖ If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested services(s).
- ❖ To comply with government agency or court orders; or
- ❖ If you give us your written permission.

12. CREDIT UNION 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 or damages. However, we will not be liable for direct or consequential damages in the following events.

- ❖ If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- ❖ If you used your Card or access code in an incorrect manner.
- ❖ If the ATM where you are making the transfer does not have enough cash.
- ❖ If the ATM was not working properly and you knew about the problem when you started the transaction.
- ❖ If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- ❖ If the money in your account is subject to legal process or other claim.
- ❖ If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- ❖ If the error was caused by a system of any participating ATM network.
- ❖ If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- ❖ If the telephone or computer equipment you use to conduct electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- ❖ If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- ❖ Any other exceptions as established by the Credit Union.

13. NOTICES. All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. If you have agreed to receive notices electronically, we may send you notices to the appropriate electronic address in the Credit Union's records. Notices from you to us will be effective when you have taken steps reasonably necessary to deliver the notice to us, whether in person, by telephone, or in writing. If you provide written notice, notice is considered given at the time you deposit the notice in the U.S. mail, postage prepaid, addressed to the Credit Union, or when you deliver it for transmission to us by any other usual means of transmission, including electronic means. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of EFT services are subject to existing regulations governing the Credit Union account and any future changes to those regulations.

14. SAFETY PRECAUTIONS. The following information is a list of safety precautions regarding the use of ATMs and Night Deposit Facilities.

- ❖ Be aware of your surroundings, particularly at night.
- ❖ Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- ❖ If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- ❖ Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- ❖ If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- ❖ If you are followed after making a transaction, go to the nearest public area where people are located.
- ❖ Do not write your personal identification number or code on your ATM Card.
- ❖ Report all crimes to law enforcement officials immediately.
- ❖ Close the entry door of any ATM facility equipped with a door.
- ❖ Please direct any comments or complaints regarding ATM security to the Credit Union or the New York State Department of Financial Services at (800) 342-3736.

15. BILLING ERRORS. In case of errors or questions about electronic funds transfers from your share and share draft accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at:

(518) 581-1201, ext. 3900

or write to:

P.O. Box 435
Saratoga Springs, NY 12866

1. Tell us your name and account number.

2. Tell us the dollar amount of the suspected error.

3. Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.

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If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation 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) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the 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 ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale (POS), or foreign-initiated transactions (transactions initiated outside the U.S. and its possessions and territories), we may take up to ninety (90) days to investigate your complaint or question. For new accounts (the first thirty (30) days after you make the initial deposit to your account), we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days of 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.

NOTE. If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

16. **TERMINATION OF EFT SERVICES.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFT made prior to termination.

17. **CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

18. **BUSINESS DAYS.** Our business days are Monday through Friday, excluding holidays. If the end of a calendar month falls on a Saturday or Sunday, the Credit Union will “close its books” for that MONTH after the last business day but before the actual last day of the MONTH. Deposits, withdrawals or transfers made using your Visa ATM/Check Card or Online Banking after the books are closed will be treated for dividend calculation purposes as if they occurred the first business day of the next month and will be reported on the statement applicable to the next month.

19. **ENFORCEMENT.** You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorneys’ fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

20. **GOVERNING LAW.** This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws and regulations of the state of New York, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union’s main office is located.

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Stewart's Federal Credit Union
P.O. BOX 435
Saratoga Springs, NY 12866
(518) 581-1201, ext. 3900
FAX (518) 581-7076

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FACTS

WHAT DOES STEWART'S FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and Name
- Account balances and Payment history
- Creditworthiness and Credit history

When you are *no longer* our member, we continue to share your information as described in this notice.

How?

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Stewart's Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Stewart's Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, and report to credit bureaus	**YES**	**NO**
For our marketing purposes – to offer our products and services to you	**YES**	**NO**
For joint marketing with other financial companies	**YES**	**NO**
For our affiliates' everyday business purposes – information about your transactions and experiences	**YES**	**NO**
For our affiliates' everyday business purposes – information about your creditworthiness	**NO**	**We don't share**
For nonaffiliates to market to you	**NO**	**We don't share**

Questions?

Call (518) 581-1201, ext. 3900

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What we do

How does Stewart's Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Stewart's Federal Credit Union collect my personal information?	We collect your personal information, for example, when you • Open an account and Deposit money • Apply for a loan and Pay your bills • Use your debit card and Wire transfers We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness; • Affiliates from using your information to market to you; • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Stewart's FCU has no affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *Stewart's FCU does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *Our joint marketing partners include Premium Mortgage.*

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