



Municipal Credit Union
22 Cortlandt St.
New York, NY 10007
1-844-MCU-NYNY (1-844-628-6969)
NYMCU.org

MEMBERSHIP AND ACCOUNT AGREEMENT

This agreement covers the rights and responsibilities of both parties concerning accounts we offer. In this Membership and Account Agreement ("Agreement"), the words "you" and "yours" mean anyone who signs a Membership and Account Application, Signature Card, Account Update or Change Card, or similar document (collectively referred to as "Signature Card"). The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or other accounts you have with us. The word "savings" means any share account you have with us. The word "checking" means any share draft account you have with us.

This Agreement explains the rules governing your membership and accounts with us. It is supplemented by the other agreements that you enter into when you open your accounts, such as the Funds Availability Policy and the Electronic Funds Transfer Disclosures, and others. All your agreements and transactions with us are also governed by various applicable federal and state laws and regulations. It is the intent of this Agreement to provide disclosures that we are required by law to give you; to vary by agreement certain aspects of certain transactions that are permitted by law to be varied; and to establish terms and conditions of certain transactions that are not governed by any particular law or regulation.

By signing the Signature Card and/or by continuing to use the accounts and services provided by us, each of you, jointly and severally, agree to the terms and conditions in this Agreement, the Signature Card; the Rates and Fees Schedule; any Account Receipt or similar document; and Certificate, Certificate Summary or similar document; our By-Laws, Member Code of Conduct, and policies; and any amendments to these documents from time to time which collectively govern your Accounts. All such documents are hereby incorporated by reference as if fully set forth herein.

APPLYING FOR MEMBERSHIP AND OPENING ACCOUNTS

Membership Eligibility; Application: To open accounts at the Credit Union, you must qualify under our approved field of membership and otherwise meet the membership requirements. This includes an initial deposit of an amount equal to one share in the Credit Union, which amount is set forth on the Signature Card, and maintaining at least that amount, in your primary savings account. Your membership will terminate if you close this account. You agree to complete a Membership Application and you authorize us to check your account, credit, and employment history, and obtain reports from third parties (including credit reporting agencies) periodically to verify your eligibility for membership and the accounts and services you request.

The Credit Union is owned and controlled by its members. You become an owner by meeting the membership eligibility requirements and by depositing the required shares. Your membership will be considered withdrawn if (1) you fail to complete payment of one share within six months of your admission to membership or within six months from an increase in the par value of shares; or (2) you reduce your share balance below the par value of one share and you do not increase the balance to at least the par value of one share within six months of the reduction. Upon qualifying as a member and remaining in good standing, you have certain rights as governed by this Agreement, our By-laws, Member Code of Conduct, and applicable law, including the right to apply for Credit Union services and accounts and to vote in elections of shares you own. Shares may be issued in the name of an individual, jointly, or in other ways (e.g. in trust, or in the name of a minor) in accordance with our By-Laws and policies.

Member Identification Program: To help the government fight the funding of terrorism and money laundering activities, as well as to protect you from Identity Theft, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will require you to provide, and we will verify, certain information about you when opening an account, in accordance with the requirements of the USA Patriot Act and the Bank Secrecy Act. This will include producing a government-issued picture ID. We may also ask for picture ID, passwords, PINs, or other means of identification and authentication whenever you initiate any transaction with us. We may refuse to open any account or to grant any request if you fail to provide adequate identifying or authenticating information, or we have a good-faith cause to believe that you are not the person you are purporting to be or are otherwise not authorized to open the account or initiate the transaction, and we will not be liable for any loss or expense you may incur due to our refusal. For identification purposes, we may also require you to provide your fingerprints at the time of account opening or at the time you negotiate certain checks.

You will also be required to provide a taxpayer identification number (TIN) or social security number, to be used for this purpose and for subsequent regulatory reporting. We may also request from time to time, and you agree to provide, additional documentation depending on the type of account or service requested. Failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may refuse or suspend opening your account.

Your Consent to Receive Calls and Text Messages: You agree that if you provide, or have provided, any telephone number(s), including a cell phone number, on your membership application, other MCU's forms and transactions with MCU or verbally, you are giving MCU your consent to contact you at such telephone number(s) to service your loan and/or deposit accounts, communicate the status of your Accounts or applications and/or collect any amounts owed to us; whether these numbers are dialed manually or by means of an automatic telephone dialing system. You further agree methods of contact may include use of pre-recorded or artificial voice messages. These phone calls/text messages could result in charges and fees imposed by your mobile service provider. You may revoke consent to be contacted on your wireless telephone number(s) at any time by notifying MCU by letter addressed to: Municipal Credit Union, P.O. Box 3205 CSS, New York NY 10008-3205, Attn: Collections (Opt-Out); or by any other reasonable means. You represent and agree that you are the subscriber or customary user with respect to the cell phone number(s) provided and that you have the authority to give this consent. You agree to promptly notify us of any change to the telephone number(s) which you have provided to us.

Fraud and Identity Theft Related Calls and Text Messages: To help mitigate harm to you and your Accounts, we may contact you on any telephone number associated with your Accounts, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your Accounts, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device.

Consensual Pledge of Shares; Security Interest; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze: By signing the Signature Card or any other deposit or loan agreement or similar document granting a pledge or security interest in your shares, and/or by accessing, using, or otherwise accepting any funds, accounts or services, you grant the Credit Union, and we impress, a lien on your shares in the Credit Union. You also grant the Credit Union a security interest in such accounts to secure payment of any deposit obligations you owe (e.g., overdrafts, fees, etc.) and any loan or credit card obligations you owe, as well as any expenses we incur in connection with your accounts and services, including reasonable attorney's fees. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze. However, the common law right to set-off does not apply to your credit card account(s).

"Shares" and "share accounts" means any and all funds, regardless of the source of those funds, in any joint or individual share savings account(s), checking/share draft account(s), club, certificate, P.O.D, revocable trust or custodial account(s) or any other account whether jointly or individually held and whether your obligation under the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest.

You understand and agree that these rights allow us to apply the funds in your share accounts to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, and we can do so without any legal process, court proceeding or any notice to any owner of the share accounts affected hereunder or otherwise in this Agreement, unless applicable law so requires. **You specifically agree that we have the right to place an administrative freeze on any of your share accounts** subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. You understand that these rights are multiple and we can exercise one or all of them pursuant to applicable law. Exercising one right does not waive the right to exercise others. Any payment to any joint owner, beneficiary, or other party for any reason shall be subject to our security interest, consensual lien, and right to set-off.

By signing the Signature Card or any other deposit or loan agreement or similar document granting a pledge or security interest in your shares, and/or by accessing, using, or otherwise accepting any funds, accounts or services, you grant the Credit Union, and we impress, a lien on your shares in the Credit Union. You also grant the Credit Union a security interest in such accounts to secure payment of any deposit obligations you owe (e.g., overdrafts, fees, etc.) and any loan or credit card obligations you owe, as well as any expenses we incur in connection with your accounts and services, including reasonable attorney's fees. In the event that we exercise this right, we shall provide you with notice. You acknowledge and agree that we also have similar statutory lien rights in your shares under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze. However, the common law right to set-off does not apply to your credit card account(s).

CROSS-COLLATERALIZATION: Property and/or shares given as security under any deposit, loan, or credit card accounts or services you have with the Credit Union will secure any and all obligations under such accounts or services as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement. This clause does not apply if such property is your primary residence, or are non-purchase money household goods.

CREDIT CARD ACCOUNTS: IF YOU HAVE A CREDIT CARD ACCOUNT WITH THE CREDIT UNION, YOU SPECIFICALLY AGREE THAT THE SECURITY INTEREST, CONSENSUAL LIEN, AND CROSS-COLLATERALIZATION CLAUSES ALSO APPLY TO THAT CREDIT CARD AND THAT GRANTING THESE RIGHTS TO US IS A CONDITION OF OBTAINING THE CREDIT CARD ACCOUNT.

TYPES AND OWNERSHIP OF ACCOUNTS

We offer a variety of deposit and transaction accounts for which you may apply, including savings, checking, and money market accounts which have no particular term or maturity date associated with them; and Share Certificate and Term Share Accounts, which must be maintained for a particular amount of time. Requirements of the accounts such as term, minimum opening deposit or minimum balance requirements, fees, and penalties are set forth in detail in your Truth-in-Savings Disclosure; Rates and Fees Schedule; this Agreement; and other agreements that you may have with us. Ownership of the accounts may be held in a number of ways, such as individually, jointly, in trust, etc. Your account type(s) and ownership features are designated on your Signature Card at the time you open the account.

Not all accounts or services may be offered at any given time. We may occasionally offer enhancements or additional benefits to certain accounts or services such as purchase awards or travel accident insurance or other features at no additional cost to you. These features are offered solely at our discretion and can be changed or discontinued at any time with no prior notice to you.

The following describes the types of accounts that are generally available at the Credit Union. All accounts may not be offered or available at any given time.

Savings, Checking, and Money Market Accounts: You may open and close one or more share or savings accounts, checking accounts, or money market accounts, and may periodically deposit and withdraw funds from those accounts via access methods made available to you from time to time, including, but not limited to, share draft/checks, ATM Cards; checkcards or debit cards; telephone; in person; on-line banking or internet; and electronic funds transfers ("EFTs") such as ACH, direct deposit, or preauthorized transfers. All transactions are subject to and in accordance with this Agreement and all other agreements you have with us, including, but not limited to, the Funds Availability Policy; Truth-in-Savings Disclosure; Rates and Fees Schedule; and EFT Agreement and Disclosures.

Share Certificate and Term Share Accounts: Certificate and Term Share accounts have stated Maturity Dates, and funds in those accounts are subject to penalty if withdrawn prior to the Maturity Date. Exact terms of the particular account such as Maturity Date;

Annual Percentage Yield; early withdrawal penalty fees; whether the account automatically renews; and other information will be provided at the time you open the account. If you maintain sufficient funds in the account for the full term in accordance with your Agreements, at the end of the term we will pay you the principal amount you deposited, plus dividends or interest on account earnings in accordance with this Agreement. If you withdraw all or part of your funds from this type of account before the certificate account matures, we will charge you an early withdrawal penalty. That penalty is generally deducted from the interest that has accrued on the account but may be deducted from the principal, particularly if a sufficient amount of interest to pay the penalty has not accrued. We may at our sole discretion grant you permission to withdraw funds early; if such permission is granted, it will be granted only at the time you request an early withdrawal.

Unless otherwise stated when you open the account, an automatically renewing account shall renew at each maturity date for a period of time equal to the original term and on the same conditions as the original account. The interest or dividend rate applicable to the renewal term shall be that rate that is applicable to new account on like terms in effect at the time the account renews. You can prevent an automatic renewal by providing us written instructions to the contrary or withdrawing funds after the maturity date on or within the time period disclosed on your Truth-in-Savings disclosure. If funds are withdrawn after the maturity date within the time period, no penalty will be assessed. We may call an automatically renewing account for payment at the end of the original term or any renewing term, and any interest or dividends added to it for compounding will stop earning interest or dividends on the effective date of the call.

If the account is not automatically renewing, no interest or dividends will be earned after the stated maturity date. We will send you a notice on or before the maturity date of your account(s) advising you of the upcoming maturity date and the options available to you.

Club Accounts: Club accounts are deposit accounts that help you save for holidays, vacations, or other special purposes. At the end of the club period, the funds in the club account will be automatically transferred to the account that you designate. Automatic payments may be required during the period and there may be fees for withdrawing funds during the club period. Details will be disclosed on the Rates and Fees Schedule.

IRA/Keogh and Coverdell Education Savings Accounts: IRA accounts are individual retirement accounts and Coverdell ESA accounts are used to save for your child's college education. These accounts may be in the form of share certificates, money market accounts, or other type of account. There may be restrictions on contributions, withdrawals, and other features of the accounts according to Federal law and guidelines. Funds may be tax deductible and/or tax-deferred. We do not provide tax advice; you should consult with a qualified tax advisor regarding any funds you may have in these accounts. You may be required to sign a separate agreement upon opening these accounts.

Interest- or Dividend-Bearing Accounts: Some of the accounts available earn interest or dividends while others do not. If the account is an interest- or dividend-bearing account, disclosures and terms regarding accrual, crediting, and compounding will be provided in the Rates and Fees Schedule or similar document at the time you open your account.

The following describes the types of ownership by which an account may be held.

Individual Accounts: An individual or single-party account is an account owned by one person, including an individual, or other organization qualified for Credit Union membership. If the account owner dies, the owner's interest passes, subject to applicable law, to the decedent's estate or Payable on Death (POD) beneficiary or trust beneficiary, subject to other provisions of this Agreement and applicable law.

Joint or Multiple Party Accounts: An account owned by two or more persons is a multiple party account. Unless your Signature Card specifically states otherwise, multiple party accounts are held in joint tenancy with the right of survivorship.

- All deposits (and any additions or accruals thereto) shall become the property of each owner as joint tenants.
- We may release the entire account to any owner during the lifetime of all owners.
- We may honor checks or orders drawn by any owner during the lifetime of all owners, unless we receive written notice signed by any owner not to pay or deliver any joint deposit (or addition or accrual thereon). If we receive such a notice, we may require the written authorization of any or all joint owners for any further payments or deliveries.
- We may honor withdrawal or funds transfer requests from any owner during the lifetime of all owners.
- We may honor any request to block or terminate any account service or access device.
- Any owner may pledge to us all or any part of the shares without the consent or knowledge of the other owner(s).
- If we receive a court order or similar legal process, we may be required to remit funds in the account to satisfy a judgment or debt of any owner of the account.
- Upon the death of any owner, we may treat the account as the sole property of the surviving owner(s).
- We may honor checks or orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner.
- A surviving owner's interest is subject to our statutory lien rights, consensual lien rights, the right of set-off, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
- We reserve the right to require all owners to sign the Signature Card.
- We have no duty to notify any owner(s) about any transaction.
- We reserve the right to require written consent of all owners for any change to or termination of an account.
- If we receive written notice of a dispute between owners or inconsistent instructions from them, we may follow any or none of the instructions. Alternatively, we may suspend or terminate the account and require a court order or written consent from all owners to act.
- One owner may not remove another owner.
- We may be required by service of legal process to remit funds held in the account to satisfy a judgment entered against, or other valid debt incurred by, any owner of the account. We shall not be liable to any owner if we in good faith act upon a valid court order from a court of competent jurisdiction.
- We will not be liable if we in good faith refuse to act upon a court order or any instruction from any owner.
- All owners will be individually and jointly liable for any expenses, fees and costs that we incur in connection with any dispute regarding the account. This includes reasonable attorney's fees. This is so whether the dispute is started by an owner or third party. By signing the Signature Card, each of you authorizes us to take these expenses from any of your account(s) without prior notice to you.
- If a deposited item is returned unpaid, the account is overdrawn, or if we do not receive final payment on a transaction, all owners, individually and jointly, are liable to us for the amount of the returned item, overdraft, or unpaid amount. You are also liable for any fees or expenses that we incur, including reasonable attorney's fees, regardless of who initiated or benefited from the transaction.

- If any account owner is indebted to us, we may enforce our rights against any account of any owner or against all funds in the multiple party account regardless of who contributed them and to what extent.

CONVENIENCE ACCOUNTS: If an account is a convenience account within the meaning established under Section 678 of the New York Banking Law, it is understood and agreed that the initial deposit, and any additions or accruals thereto, are the property of the owner individually and, as such, only the owner may request that the account be closed during his or her lifetime. We will not treat the account as the property of the other named person during the lifetime of the owner nor after the death of the owner. Upon the death of the owner, the other named person on the account shall have no right of survivorship in the account. However, we may honor withdrawal requests from either the owner or the other named person during the lifetime of the owner, even if the request(s) reduce the account balance to zero. Prior to receiving written notice of either the owner's death (and for such reasonable time thereafter as shall enable us to act), or the owner's instructions not to pay any monies in this account to the other named person on the account, we may honor, and will not be responsible for continuing to honor checks or other orders drawn by or, withdrawals by the other named person. After receipt of such instructions, we may require the written authorization of the owner for any further payments or deliveries. We may be required by service of legal process to remit funds held in the convenience account to satisfy a judgment entered against, or other valid debt incurred by, the owner of the convenience account but not the other named person or persons except as otherwise ordered by a court of competent jurisdiction. Upon the death of the owner and prior to service upon us of a restraining order, injunction or other appropriate process from a court of competent jurisdiction prohibiting payment and for such reasonable period thereafter as shall enable us to comply, we may make payment to the executor, administrator or voluntary administrator as defined in article 13 of the Surrogate's Court Procedure Act of the deceased owner's estate or to any person designated in section 1310 of the Surrogate's Court Procedure Act.

Payable on Death (POD) Accounts: A Payable on Death (POD) account is an instruction to us that a single or multiple party account so designated is payable to the owner(s) during their lifetimes and, when the last account owner dies, is payable to any named, living POD beneficiary. Sums payable to more than one surviving beneficiary shall be distributed equally to each beneficiary, and any living beneficiaries shall be entitled to the other's interest upon that beneficiary's death in equal proportions, unless the terms of the trust provide otherwise. Any POD beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which accounts are governed by a separate account agreement and beneficiary designation. We are not obligated to notify any beneficiary of the existence of any account or the vesting of the beneficiary interest in any account, except as otherwise provided by law. Any owner may change any beneficiary designation upon written notice to us, on a form approved by us.

Death of Account Holder without Beneficiary: If there is no designation of a beneficiary, we may be limited by New York law as to amount, manner, and to whom we may pay any amounts held in the Credit Union. In such instances, we will follow New York law and will not be held liable for doing so. Please also review Death or Incompetence of Account Owner herein for more information.

Accounts for Minors: We reserve the right to require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or other amounts owing on such account. We may require the minor to sign the Signature Card if she is so capable; otherwise, the adult shall sign the Signature Card on behalf of the minor, as well as in his own capacity. We may pay funds directly to the minor without regard to her age. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Uniform Transfers to Minors Account (UTMA): An account established under the Uniform Transfers to Minors Act (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The account is governed by the applicable UTMA law adopted in the state in which the account is held. The minor to whom the gift is made is the beneficiary of the custodial property in the account and as such, the funds in the account belong to the minor. 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 or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by the custodian. If the custodian dies, we may place an administrative freeze on the account, until we receive instructions from any person authorized by law to withdraw funds or a valid court order authorizing withdrawal. Any successor custodian must provide us with, and complete all, written documentation to our satisfaction that authorizes such custodian to act legally on behalf of the minor and ensuring that all applicable laws have been followed. It is agreed that the custodian may be the minor's legal guardian if so established under New York law. We will accept and follow instructions as allowed by New York law. When the beneficiary reaches the age of majority, the funds may be paid or withdrawn by the beneficiary without further notice or action by us, and we will not be liable for any disputes arising from such withdrawal. The account will otherwise terminate and be distributed in accordance with applicable law.

TRANSFERS OR DEPOSITS TO YOUR ACCOUNT(S)

Deposit and Collection of Items: You may make deposits to any account, in any manner approved by us including, but not limited to, in person, by mail, by electronic transfer, direct deposit, or any other method made available, such as by night deposit box or Automated Teller Machine (ATM). We are not responsible for any deposit made by mail or through a depository not staffed by us until we actually receive the item. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. All transactions are subject to our Funds Availability Policy, and related applicable laws.

Direct Deposits: We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits: Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

Liability: In receiving and processing items for deposit or collection, we act only as your collection agent and we assume no responsibility beyond our obligations of good faith and ordinary care. We exercise ordinary care if our actions or inactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices.

followed in the area we serve. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection and any items and their proceeds will be handled in accordance with applicable Federal Reserve and Clearing House rules and other applicable law.

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account exceeds funds available for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your negligence or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential or special damages, except liability for wrongful dishonor. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict will be resolved by reference to this Agreement.

Endorsements: We may accept transfers, checks, drafts, and other items for deposit into any of your accounts even if they are not endorsed by all payees. If you fail to properly indorse an item, you authorize us to supply any missing endorsement, but we are not required to do so. We may require that certain government checks, insurance company items, or other check or draft be personally indorsed by each and all payees. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the trailing edge, although we may accept endorsements outside this space. You agree to reimburse us for any loss or expense we incur resulting from an irregular endorsement or other markings by you or any prior endorser.

Charge-back; right of set-off: All items including checks, Automated Clearing House (ACH) transfers or other transfers credited to your account are provisional until we receive final payment. We may charge-back, or debit, your account for the amount of such items under the following circumstances: (1) if final payment is not received; or (2) if, within the normal handling period for such item, the item cannot be honored against the drawer's account; or (3) if a deposited item is returned to us by the financial institution on which it is drawn, even if that financial institution failed to return the item before its midnight deadline; or (4) any other circumstances allowed by law. We may charge-back your account regardless of whether the other financial institution returned the item before its midnight deadline. You further authorize us to pursue collection of previously dishonored items, and you acknowledge that this may permit the payor bank to hold an item beyond the midnight deadline. When charging-back your account, we may also charge your account with a return item charge and any collection fees or expenses, including reasonable attorney's fees. You acknowledge and agree that we may charge-back your account even if it causes your account to exceed funds available, and you agree to replenish the funds in your account and to pay any and all overdraft, return, or non-sufficient funds fees and charges. You specifically agree that we may exercise our security interest and right of set-off against any other deposit accounts that you have with us to recover any of these amounts.

Foreign banks: We reserve the right to refuse or return any item or funds transfer. Items drawn on an institution located outside the United States are handled on a collection basis only.

Waiver of notice: You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account.

TRANSFERS OR WITHDRAWALS FROM YOUR ACCOUNT(S)

Account Access; Honoring Items; Limitations: You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., by writing a check; using an ATM or debit card at point-of-sale or at an automated teller machine; in person; by mail; by automatic or preauthorized transfer, ACH, electronic transfer; by telephone or on-line banking or bill pay services, or other means made available to you). If the transaction request is made by remote means such as telephone, we are not responsible for any request or order that we believe to be genuine; we can also refuse to honor such request or order if we in good faith do not believe it to be genuine or have reason to doubt the identity or authentication of the requestor. Your ability to transfer funds from your account is always subject to having sufficient available funds in the account(s) and is subject to this and the other Agreements you have with us, including, but not limited to, the Funds Availability Policy. 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. If there are sufficient funds to cover some, but not all of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion.

The order in which transactions are posted to and paid from your Account depends on the type, timing and source of a particular transaction; however, MCU's general policy is that transactions are to be posted to your Account in the order in which they are received. Posting orders also vary based on the method used by MCU to process a transaction. Certain transactions are posted to your Account in real time on the business day during which they are received. These include debit card and ATM withdrawal transactions. Other transactions are processed in "batches" at scheduled times during each business day. The posting order for transactions that are batch-processed varies by the type and source of the transaction. MCU may modify its posting processes at any time and in its sole discretion, including by establishing different processing orders for different types of transactions. Checks drawn on your MCU accounts are paid in the order in which they are received.

The law permits us to pay items drawn on your account in the order in which they are received. Posting orders also vary based on the method used by MCU to process a transaction, even if the order in which we pay items causes an overdraft. We may honor any item or instruction even if it creates an overdraft or negative balance in your account or if it violates any minimum balance requirement or other requirements of the account, in which case you agree to pay all fees, penalties or other charges imposed on you as well as costs incurred by us. We may return items (e.g. ACH payments) submitted for payment against your account if the amount of the debits exceeds the funds available. "Funds available" as used herein are determined by, and defined and described in, our overdraft policies. Each time an item is returned unpaid, we will assess an NSF fee, overdraft fee, uncollected funds fee or similar in the amount disclosed and as described within our current Rates and Fees Schedule for each returned item. The entity that submitted the debit may resubmit another debit even if we have already returned the prior debit for exceeding funds available in your account. If the resubmitted debit again exceeds the funds available in your account, the credit union may again return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for exceeding funds available within your account multiple times. We may also return as unpaid any item drawn on a form we do not provide or approve, and you are responsible for any loss we incur handling such an item.

To process certain electronic transactions, we may place a temporary hold on your funds which may be for 36 hours or more. We have no control over the other parties to the transactions or the commercial networks used in facilitating the transactions. It is your responsibility to make sure you have sufficient funds in your accounts to cover all transactions, regardless of when those transactions may clear.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly. For example: (1) a legal garnishment or attachment is served; (2) the account secures any obligation to us; (3) required documentation has not been presented; (4) you fail to make payments on a loan that you have with us; or (5) any other reason allowed by applicable law. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals.

Authorized Signature; Facsimile Signature Device; Forged Checks: Your signature on the Signature Card is your authorized signature for account access to and from your account(s). We are authorized to recognize this signature for the payment or transfer of funds, payment instructions, or other purposes relating to your account(s) but we may also allow transfers even without your signature. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. However, we are not required to check the signature for authenticity unless our internal policies and procedures require us to (e.g., if a check is written above a stated threshold amount), and you agree that failure to do so does not constitute failure on our part to exercise ordinary care. You may also authorize the use of a facsimile signature device and, if you have done so, we may honor any draft or other item that appears to bear your facsimile signature even if it was made by an unauthorized person, and we will not be liable for any issues arising from such honor. You are responsible for the use and safeguarding of the facsimile signature device, your checks, and your access codes and as such, you specifically agree that you are in the best position to determine whether your facsimile signature has been used without your consent, or a counterfeit facsimile signature device has been used, or your signature has been forged. Therefore you are required to make a good-faith effort to review any and all statements and items or checks returned to you or made available to you for any unauthorized use of your electronic, mechanical, or facsimile signature. We will not be liable if we honor an item that appears to be authorized by your signature, and you will reimburse us for any loss or costs (including reasonable attorney's fees) that we incur because the facsimile signature was used without your consent or because a counterfeit facsimile signature device was used. Nothing in this provision shall be construed to relieve us of our obligations to act in good faith and to exercise ordinary care.

Automated Processing of Items: You acknowledge and agree that we have adopted automated collection and payment procedures which are standard and reasonable in the industry. This allows us to process a large volume of items efficiently. However, these automated procedures rely primarily on information encoded onto each item in magnetic ink and does not provide for personal inspection of the item by our staff ("site examination"). You agree that in paying an item, we may disregard all information on the item except that which has been encoded onto the item in magnetic ink, such as identity of drawee bank and amount of the item, even if that information is inconsistent with other information printed or written on the item. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for a sight examination of the item. You also agree to reimburse us for any loss or costs (including reasonable attorney's fees), that we incur because the item contained such extra information.

Stale and Post-Dated Items: We maintain the option to pay or dishonor any stale draft or check (i.e., more than six months old) upon presentation. You agree that we are not liable to you for charging your account before the indicated date on a properly payable but post-dated check unless you notify us that you have issued a post-dated draft. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice, and it must provide the number of the check, its date, the name of the payee, the exact amount, and the account number on which it is drawn. You understand that the exact information is necessary for us to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make a verbal notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its date.

Stop Payment Orders: You may request a stop payment order on any check or other written instrument drawn on your account that has not been paid or certified. You may call us to request a stop payment, but to be binding, we may require that the order be dated, signed, and describe the account number, item number, and the exact amount of the item. The stop payment order will be effective if we receive the order in time for us to act upon the order. You understand that the exact information is necessary for our computer system to identify the item. If you give us incorrect or incomplete information, or the stop payment order is not received in time for us to act upon it, we will not be responsible for failing to stop payment on the item and we will not be liable to you or to any other party for payment of the draft. If we recredit 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 to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

A verbal stop payment order is valid for only 14 days, unless we receive a written confirmation thereof. A written stop payment order on a check that is not converted to an ACH transaction is valid for only six months unless it is renewed by you. For all other transactions, stop payment orders do not expire.

Fees for stop payment orders will be imposed and are set forth on the Rates and Fees Schedule. You may not stop payment on any certified check, cashier's check, teller's check, official check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold us harmless from all costs, including reasonable attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

ACH Transfers: This provision applies to funds transfers as defined in Article 4A of the Uniform Commercial Code as adopted by the State of New York. You authorize us to transfer funds according to your instructions ("payment order") to and from your designated account(s), or to and from another financial institution. You also authorize us to charge your account for any related fees or service charges. We may require that transfers follow certain security procedures. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable. 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 processing a payment order, payment may be made based solely on the account number provided in the payment order, even if that account number identifies a beneficiary other than the one that you name in the payment order. Similarly, if the payment order identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided. We may refuse to accept or execute any payment order, or an amendment or cancellation thereof, and we shall be deemed to have accepted a payment order or its amendment or cancellation only upon execution

thereof. We may reject or refuse to accept or execute a payment order if (1) the designated account(s) does not contain sufficient available or collected funds; (2) the account number that you provide on the payment order does not correspond to any known account with us; (3) the payment order is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the payment order. All transfers shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a payment order or related obligation. In no case shall we pay attorney's fees or other legal expenses incurred in connection herewith. If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the interest rate, on a daily basis, applicable to the account to which the funds transfer was made. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

Choice of Law: We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association.

OTHER RULES APPLICABLE TO YOUR MEMBERSHIP AND ACCOUNTS

Illegal Transactions: You warrant and agree that you will not use any Credit Union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering or terrorist activity. Any such use shall constitute a breach of this Agreement. We may delay processing or refuse to process or may be required by Federal Reserve Reg GG to refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or which is a restricted transaction under Reg GG, and will not be liable to you for such delay or refusal. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. You further agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us in any form whatsoever that results directly or indirectly from such illegal use. We will also not be liable to you if we in good faith freeze your accounts and/or notify our regulators or local or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.

Negative Information Notice: We may report information about your accounts to credit bureaus. Late payments, missed payments, overdrafts or returned items or transactions or other defaults on your account may be reflected in your credit report.

Account Rates and Fees: We pay interest or dividends on accounts and assess fees against your account as set forth on the Rates and Fees Schedule. You agree that we may debit your account for any fees incurred without prior notice to you. We may change the Rates and Fees Schedule at any time and will notify you as required by law. For the most current rates and fees, you may contact us at any time and manner available.

Statements and Copies of Checks: If we provide a periodic statement for your account, we will send or make available to you a periodic statement of transactions and activity on your account during the statement period as required by applicable law. In the case of multi-party accounts, you agree and acknowledge that we are required to provide only one statement on the account and can provide it to any one of the parties on the account as we choose.

For checking accounts, you understand and agree that your original check (or substitute check), when paid, becomes our property and may not be returned to you. We may, but are not required to, retain the original checks. You agree to keep copies of your checks in order to verify their validity. If you request copies of your checks, you agree that we may provide an electronic image of the check or a sufficient copy thereof. We may charge you, and you agree to pay, fees for providing copies of the checks and/or any research involved with your request, as set forth on the Rates and Fees Schedule.

You understand and agree that statements are made available to you on the date they are mailed to you or delivered electronically. You also understand and agree that checks or copies thereof are made available to you on the date the statement is sent to you, even if the checks do not accompany the statement.

Your Duty to Examine: You are responsible for promptly examining each statement and reporting any irregularities or issues to us. We will not be liable for any forged, altered, unauthorized, unsigned, or improperly endorsed or encoded items drawn on your account if: (1) you fail to notify us in writing within thirty (30) days of the mailing date of the earliest statement containing or evidencing such irregularities regarding any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

e-Statements: If we make this service available to you, you may agree to receive statements via electronic means, whereby your periodic statement will be e-mailed to you or sent electronically to, and made available on, our on-line banking website. Please see the provision, "Electronic Statements, Electronic Notices, Electronic Disclosures and Electronic Agreements" for more information regarding e-statements.

Notices; e-Notices; Name or Address Change: Any written notice we give to you is effective when it is made available in our on-line banking system (if you have agreed to receive such notices electronically), or when it is deposited in the U.S. Mail, postage prepaid and addressed to you at the most recent mailing address on file with us. Notice to any account owner is considered notice to all account owners. Any written notice you give us is not effective until we actually receive it in our offices.

You agree to notify us of any postal or e-mail address change or name change in writing. We reserve the right to require verification of your identity and proof of a change in address prior to making any changes in our records. We are only required to attempt to communicate with you at the most recent address you have provided to us. If you fail to provide notice of a change in address or name, and we attempt to locate you, we may impose a service fee as set forth on the Rates & Fees Schedule.

e-Notices: If we make this service available to you, you may agree to receive electronically all notices regarding your membership, account(s), or services with us whereby these notices will be e-mailed to you or sent electronically to, and made available on, our on-line banking website. Please see the provision, "Electronic Statements, Notices, Disclosures and Agreements; Electronic Services" for more information regarding e-notices.

Electronic Statements, Notices, Disclosures and Agreements; Electronic Services: We may provide electronic document delivery services for the delivery to you of all disclosures, statements, notices, contracts or agreements, receipts, modifications or amendments, and all other documentation regarding your membership, accounts, transactions, or other business you have with us (collectively referred to as "documents" or "documentation"). If you agree to receive such documentation electronically, you specifically agree and acknowledge that we may provide the documents electronically either by sending an e-mail with the text of the documents embedded in the text of the e-mail message or as an attachment contained within the e-mail, or by posting such documents on our website or on-line banking service and notifying you that the documents have been so posted. You agree to keep the credit union informed of any email address changes. In addition, all notices and statements are readily available upon request. You have a right to request and receive a paper copy of these documents if that right is provided under applicable law. You may also withdraw your consent and revoke your agreement to receive the documents electronically. To request a paper copy or to revoke your consent, call, write, or e-mail us at the number and addresses provided on the Rates & Fees Schedule. If any of our emails are returned to us as undeliverable, we will discontinue sending emails to that address. As outlined in our E-sign agreement, it is your responsibility to update your email address.

We may also offer electronic services such as on-line banking or on-line bill pay, which allow you to conduct transactions to and from your account(s) and to conduct other business with us electronically. You may be required to sign a separate agreement regarding these services and you will be subject to any on-line instructions, rules, agreements, and restrictions provided on the website(s) or provided to you at the time you open an account or enroll in these services. You may be required to be enrolled in our on-line banking service in order to enroll in our electronic document delivery service.

Enrollment in, and use of, these electronic services does not relieve you of your duty to promptly examine your statements, checks, and other documentation for irregularities or discrepancies regarding your accounts in accordance with this and your other Agreements you have with us.

System Requirements: In order to enroll in our electronic document delivery service or on-line banking services, you must be able to receive, view, and print (or otherwise retain), the documents involved. As such, you must have a computer that has access to the Internet, and use of a browser that supports SSL and Cookies. Additionally, many of our documents, including periodic statements, will be sent to you in a PDF format, and to open, read, and print these documents, you will need Adobe Acrobat Reader. Adobe Acrobat Reader may be available for download for free via the Internet. Minimum system requirements are subject to change without notice as the technology changes. The exact system requirements will be disclosed to you on our website or on the on-line banking website or at the time you enroll in the service. By enrolling in, and using the electronic services, you are asserting that your system meets these requirements and that you are capable of, and are indeed receiving, viewing, and retaining the documents involved. If you discover that you are not receiving such documents, you must contact us immediately. We will not be liable for any failure to deliver the documents if you do not notify us of such failure, or if the failure is due to your computer hardware, software, or other equipment, or due to other circumstances beyond our control.

System Disruptions: You understand and agree that such electronic services may occasionally be unavailable for short periods of time due to system maintenance or other reasons. We will not be liable for any delay that this may cause and you are ultimately responsible for conducting your transactions in a timely manner with regard to your banking and bill-paying needs. In the unlikely event that our electronic services become unavailable for a prolonged period of time, you understand and agree that you still have access to the Credit Union and your account(s) in the traditional manner (i.e., in person, by mail, telephone, or check-writing), and we will not be liable to you if you fail to use these means to conduct your business with us.

Security Safeguards: Even if you enroll in on-line banking or bill pay or our electronic document delivery service, we may from time to time require certain transactions to be made in-person or we may require verification or authentication of your identity for security purposes before a transaction or other business with us may be initiated, processed, or completed. You agree and understand that this is for the protection of us and you and is intended to safeguard your personal information and all funds held in or by the Credit Union, and to help prevent Identity Theft and bank fraud. You agree that we will not be liable for any delay in, or prevention of, any transaction or business conducted by you due to these security measures.

Legal Process Against Your Account: If any legal action is brought against your account such as tax levy, garnishment, attachment, etc., we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. We will not be liable to you for any such payout, even if it causes overdrafts or returned items. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest in your account and our right to set-off.

Power of Attorney: We will allow a third person to act as your Agent pursuant to a Power of Attorney, unless we have reasonable cause to refuse such Power of Attorney, or the Power of Attorney has not been executed in accordance with applicable law in effect at the time of its execution. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. You understand and agree that we are under no obligation to honor any power of attorney except as required by applicable law, and we have no duty to investigate or verify the scope, authenticity, or validity of any Power of Attorney. We also have no duty to inquire or investigate regarding the use or purpose of any transaction or the propriety or impropriety of any action taken by your Agent.

Sharing and Disclosing Account Information: While we value your right to privacy and confidentiality of your personal information, there are times where your information will be shared and disclosed, as follows:

With joint account owners and other parties to the transaction: If you have a joint deposit account or loan account, or if you enter into a transaction or account with us that requires a guarantor or a third-party owner of pledged collateral, you specifically agree to allow us to share and disclose information pertaining to those accounts with all your joint owners and other such persons described herein. By agreeing to involve these persons in your accounts and transactions, you acknowledge and agree that you are waiving your right to privacy in this regard and that it is understood that each of you will see each other's personal, non-public information that would otherwise be held in confidence.

With Third Parties: We generally do not disclose your account information to third parties except: (1) when it is necessary in processing a transaction, whether that is to pay an item or to send a notice of dishonor or nonpayment; (2) to exchange, in the normal course of business, credit information with third party financial institutions or other business entities or a third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) to provide information to our regulators or law enforcement when we in good faith belief we have been a victim of a crime or we have observed suspicious activity; (4) in order to comply with a government agency inquiry, subpoena or court order or a valid attachment, garnishment, or other legal action; (5) you give us written permission; (6) to guarantee a check by a third party; (7) at account opening, account renewal, or account review; (8) when we are attempting to collect a debt owed to us; or (9) any other reasonable disclosure allowed by law and appropriate to the circumstance. You also understand and agree that we may from time to time receive credit reports and other information about you in connection with your accounts. Upon request, we will give you the name and address of each agency from which we obtain such a report.

Inactive or Dormant Accounts: If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rates and Fees Schedule, we may classify your account as inactive, abandoned or dormant. Unless prohibited by applicable law, we may charge a service fee for processing your inactive account. You authorize us to transfer funds from another account of yours to cover any service fees. To the extent allowed by law, we reserve the right to transfer the account funds to a general Credit Union account 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 state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we 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.

Death or Incompetence of Account Owner: We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death or adjudication of incompetence and are provided satisfactory evidence thereof, such as a certified death certificate or court order. Once we are notified of a member's death or incompetence, we may pay drafts or honor other payments or transfer orders authorized by the member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming the owner's account funds to indemnify us for any losses resulting from our honoring that claim. Upon the death of an individual account owner, we will pay all funds on deposit in accordance with the specific instructions on the Signature Card, any estate proceedings or what is permitted by New York state law. We may hold the funds until a proper court order is presented to us. We may require proper documentary evidence satisfactory to us before we determine the proper treatment of the funds and before we will release funds to any claiming party. Funds in a joint account will be payable subject to the provision, "Joint or Multiple Party Accounts". Any payment of funds upon the death or incompetence of any account holder is subject to our lien and security interest. This Agreement will be binding upon any heirs or legal representatives of any account owner, as permitted by law.

Termination of Accounts and Services: (a) We may terminate your account and your membership will be considered withdrawn if (1) you fail to complete payment of one share within six months of your admission to membership or within six months from an increase in the par value of shares; or (2) you reduce your share balance below the par value of one share and you do not increase the balance to at least the par value of one share within six months of the reduction. (b) We may terminate your account if we expel you for the reasons allowed, and under the process allowed, by state law and our written policies, procedures, and by-laws.

Termination of Membership: You may terminate your membership by giving us notice and otherwise following our policies and procedures. You may be denied services or expelled for any reason allowed by applicable law and the MCU Member Code of Conduct Policy, including having your membership account or primary share account balance fall below the required par value for membership, or causing a loss to the Credit Union. Termination of your membership does not relieve you of your obligations to pay any fees or obligations that you owe us, and you are still responsible for any outstanding items that have not yet been processed or paid. Once membership has been terminated, no further transactions or services will be allowed.

Amendments to the Agreement and Change-in-Terms: Except as prohibited by applicable law, we may change the terms of this Agreement or any other Agreements you have with us, including rates and fees and the method with which we determine dividends and interest. We will notify you of any changes in the manner and within the timeframes required by law.

Changes in Accounts or Ownership: Any changes in accounts or services requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed form approved and accepted by us. We reserve the right to require all account owners on a multiple-party account to consent to any changes and to sign the change form.

Recording Conversations: You acknowledge and agree that we may record any telephone conversation we have with you, regardless of whether we so inform you at the time of the conversation. This helps document the transaction or conversation and helps protect both parties.

Severability; Headings; No Waiver: If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time.

Enforcement: You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. This shall include reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you.

Governing Law: This Agreement is governed by our By-Laws, federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the state in which our administrative office is located. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which our administrative office is located.

ARBITRATION AND CLASS ACTION WAIVER: You and the Credit Union agree that we shall attempt to informally settle and resolve any and all disputes arising out of, affecting, or relating in any way to your accounts, or the products or services the Credit Union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Class Action Waiver provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") or JAMS in accordance with applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA and JAMS websites free of charge at www.adr.org or www.jamsadr.com; or, a copy of the Rules can be obtained at any credit union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (1) actions that are initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (2) claims arising out of or relating to a mortgage loan subject to 15 U.S.C. §§ 1601 *et seq*; (3) claims that are exempt from arbitration pursuant to the Military Lending Act, 10 U.S.C. § 987; and (4) any other claims that are exempt from arbitration pursuant to federal or state law that expressly prohibits arbitration.

- **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA or JAMS are unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the arbitration forum for the resolution of the Claims.
- **Effective Date.** This Arbitration Agreement is effective when your Account Agreement was provided to you.
- **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. The Arbitrator shall follow the law and shall not be entitled to make errors of law. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. The award rendered by the arbitrator or any judgment upon the award rendered by the arbitrator that has been entered by a federal or state court in the United States may be recognized and enforced by any court of a province or territory of Canada having jurisdiction. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed; provided, however, that either party may appeal to any Court with jurisdiction to the extent the arbitrator makes an error of law. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA, JAMS (or the applicable arbitration forum). However, you will be responsible for your own attorneys' fees. The Arbitrator shall be entitled to award attorneys' fees and costs if provided for under applicable law. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.
- Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety shall be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
- **Class Action Waiver.** ANY ARBITRATION OF A CLAIM SHALL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
- **Survival and Severability.** This Arbitration Agreement shall survive the closing of your account(s) and the termination of your relationship with us. In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, then the remaining provisions shall remain fully enforceable.

LIMITATION OF TIME TO COMMENCE ACTION. Any action or proceeding by you to enforce an obligation, duty or right arising under this Account Agreement or by law with respect to your account(s) or any product or service provided by the Credit Union must be commenced within one year after the cause of action accrues.



Municipal Credit Union
22 Cortlandt St.
New York, NY 10007
1-844-MCU-NYNY (1-844-628-6969)
NYMCU.org

TRUTH-IN-SAVINGS DISCLOSURES

The following disclosures and terms apply to your accounts with the Credit Union. The Rates & Fees Schedule also sets out terms of your accounts and is hereby incorporated by reference as if fully set forth herein.

1. **RATE INFORMATION.** Please see our current Rates & Fees Schedule for current Annual Percentage Yield (APY), any applicable tiers, and variable rate accounts. The Annual Percentage Yield (APY) 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. The dividend rate and Annual Percentage Yield (APY) may vary as explained in the Rates & Fees Schedule.

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

3. **COMPOUNDING AND CREDITING.** The frequency with which Dividends will be compounded and credited and the Dividend Period is set forth on the Rates & Fees Schedule. The Dividend Period begins on the first calendar day of the Period and ends on the last calendar of the Period. If you close your share account before dividends are paid, you will not receive the accrued dividends.

4. **MINIMUM BALANCE REQUIREMENTS.** The minimum balance requirements for each account are set forth on the Rates & Fees Schedule. Minimum balance requirements may include a minimum opening deposit, the minimum balance that you must maintain in the account to avoid service fees, and the minimum balance that you must maintain each day to earn the stated Annual Percentage Yield for that account. The Par Value of a share in this credit union is also disclosed on the Rates & Fees Schedule.

5. **BALANCE COMPUTATION METHOD.** We use the *Daily Balance Method* and the *Average Daily Balance Method* to calculate Dividends on your account, as indicated on your Rates & Fees Schedule. The Daily Balance Method applies a daily periodic rate to the balance in the account each day. The Average Daily Balance Method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

6. **ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS.** Dividends will begin to accrue on the business day that you deposit noncash items (e.g. checks) to your account. If you close your account before dividends are paid, you will not receive the accrued dividends.

7. **TERM SHARE and CERTIFICATE ACCOUNTS.** The following applies to Term Share and Certificate Accounts:

Maturity. Your account will mature according to the term indicated on the Rates & Fees Schedule, and as indicated on your account summary or statement.

Early Withdrawal; Penalties. If you wish to make a withdrawal of principal (including dividends earned during previous term(s)) before maturity, the entire amount in your Account must be withdrawn and the Account will be closed, incurring a penalty. The amount of the penalty is disclosed on the Rates & Fees Schedule. The penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account, and applies whether or not the dividends have been earned. The penalty may be deducted from the principal amount of the deposit. The Annual Percentage Yield disclosed for your account is based on an assumption that dividends will remain in the account until maturity; a withdrawal will reduce earnings. Early withdrawal penalties may be permitted or reduced for IRA accounts or other accounts if applicable law allows.

Renewal Policies. Your term share account may or may not automatically renew at maturity as indicated on the Rates & Fees Schedule. If it automatically renews you will have a grace period, also indicated on the Rates & Fees Schedule, in which you may withdraw or transfer the funds without incurring an Early Withdrawal Penalty. If the account does not automatically renew, the Rates & Fees Schedule or the Account Receipt will indicate whether dividends will continue to accrue after maturity.

Bonuses. You may receive a bonus on your term account if we offer such feature. Details of the amount of the bonus and the conditions to receive the bonus will be disclosed to you on the Rates & Fees Schedule or at the time you open your account.

8. **FEES AND CHARGES.** We may impose fees, charges, or penalties against your account(s). Please see our Rates & Fees Schedule for the types, amounts, and conditions of the fees and charges.

9. **TRANSACTION LIMITATIONS. For Holiday Club Accounts:** The entire balance will be transferred to the designated account on or after November 1st and the account will automatically renew for a one year cycle. **For Vacation Club Accounts:** The entire balance will be transferred to the designated account on or after May 1st and the account will automatically renew for a one year cycle. **For Term Accounts:** After your account is opened, your ability to make additional deposits to your account before maturity may be limited, and withdrawals of dividends prior to maturity might result in a penalty. See the Rates & Fees Schedule for more details. **For IRA Certificate Accounts:** After your account is opened, if you are allowed to make additional deposits, you may not exceed those amounts set forth by applicable law within any single calendar year. **For 18-month Fixed Rate Deposit Plus Accounts:** You may make additional deposits to these accounts by electronic funds transfer or automatic payroll deduction. No partial withdrawals from this account are permitted. If this account is not renewed, Municipal Credit Union will first apply the balance on deposit in this account towards the payment of all amounts you owe, including interest, fees and costs, on your other Municipal Credit Union account, before paying out any excess proceeds to you. **For Fixed-Rate IRAs and Coverdell ESAs:** You may not make deposits into the account until the maturity date stated on the certificate. **For Variable-Rate IRAs and Coverdell ESAs:** You may make additional deposits, including deposits by automatic payroll deductions or electronic funds transfer.

Accounts as security for loans and other obligations: If you have pledged your shares in the credit union as borrower or guarantor on any loan or other obligation that you owe to us, or if you are delinquent on that obligation, you cannot withdraw an amount that would cause your accounts to fall below the amount that you owe. See your loan documents for more details. **Additional Limitations:** Additional limitations may apply to the use of your accounts in accordance with any other Agreements you may have with us, e.g., Electronic Funds Transfer Agreement, MCU Online and Mobile Banking Agreement, etc.

Written Notice of Withdrawal: The credit union reserves the right to require a member intending to make a withdrawal from any account (except a share draft account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

For questions or inquiries, contact:



Municipal Credit Union
 22 Cortlandt St.
 New York, NY 10007
 1-844-MCU-NYNY (1-844-628-6969)
 NYMCU.org

TRUTH-IN-SAVINGS RATES & FEES SCHEDULE

This credit union is federally insured by the National Credit Union Administration

EFFECTIVE DATE: 03/18/2026

SAVINGS, CHECKING, & MONEY MARKET ACCOUNTS

Account Type	DIVIDEND RATE	ANNUAL PERCENTAGE YIELD (APY)	Rate is Fixed or Variable	Dividends Compounded	Dividends Credited	Minimum Opening Deposit	Minimum Average Daily Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY
Hero Savings Account								
\$0.00 - \$499.99	0.00%	0.00%	Variable	Monthly	Monthly	\$0.01	None	\$0.01
\$500 - \$999.99	0.01%	0.01%	Variable	Monthly	Monthly	\$0.01	None	\$500.00
\$1,000 - \$3,999.99	0.01%	0.01%	Variable	Monthly	Monthly	\$0.01	None	\$1,000.00
\$4,000 - \$49,999.99	0.05%	0.05%	Variable	Monthly	Monthly	\$0.01	None	\$4,000.00
\$50,000 and over	0.05%	0.05%	Variable	Monthly	Monthly	\$0.01	None	\$50,000.00
Savings Account								
\$0.00 - \$499.99	0.00%	0.00%	Variable	Monthly	Monthly	None	None	\$0.00
\$500 - \$999.99	0.01%	0.01%	Variable	Monthly	Monthly	None	None	\$500.00
\$1,000 - \$3,999.99	0.01%	0.01%	Variable	Monthly	Monthly	None	None	\$1,000.00
\$4,000 - \$49,999.99	0.05%	0.05%	Variable	Monthly	Monthly	None	None	\$4,000.00
\$50,000 and over	0.05%	0.05%	Variable	Monthly	Monthly	None	None	\$50,000.00
High Yield Savings Account See Requirements Below*	3.154%	3.20%	Variable	Monthly	Monthly	\$100.00	None	None*
IRA Share								
\$0.00 - \$499.99	0.00%	0.00%	Variable	Monthly	Monthly	None	None	\$0.00
\$500 - \$999.99	0.01%	0.01%	Variable	Monthly	Monthly	None	None	\$500.00
\$1,000 - \$3,999.99	0.01%	0.01%	Variable	Monthly	Monthly	None	None	\$1,000.00
\$4,000 - \$49,999.99	0.05%	0.05%	Variable	Monthly	Monthly	None	None	\$4,000.00
\$50,000 and over	0.05%	0.05%	Variable	Monthly	Monthly	None	None	\$50,000.00
Everyday Hero Account	N/A	N/A	N/A	N/A	N/A	None	None	None
Fresh Start Account	N/A	N/A	N/A	N/A	N/A	\$25.00	None	None
Basic Share Draft	N/A	N/A	N/A	N/A	N/A	None	None	None
MCU²	N/A	N/A	N/A	N/A	N/A	None	None	None
Smart Apple	0.05%	0.05%	Variable	Monthly	Monthly	\$0.01	None	None
Youth Savings Account**								
\$0.01 - \$1,000.00	1.98%	2.00%	Variable	Monthly	Monthly	\$0.01	None	\$0.01
\$1,000.01 and over	0.05%	1.98% to 0.05%	Variable	Monthly	Monthly	\$0.01	None	\$1000.01
Holiday/Vacation Club	0.05%	0.05%	Variable	Monthly	Monthly	\$5.00	None	None

A primary share account is required to establish membership. Primary share accounts are the Hero Savings Account, the Smart Apple, and the Youth Savings Account. Membership is required to open any other accounts.

Account Type	DIVIDEND RATE	ANNUAL PERCENTAGE YIELD (APY)	Rate is Fixed or Variable	Dividends Compounded	Dividends Credited	Minimum Opening Deposit	Minimum Average Daily Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY
Money Market								
\$0.00 - \$9,999.99	0.65%	0.65%	Variable	Monthly	Monthly	None	None	\$0.01
\$10,000 - \$24,999.99	0.90%	0.90%	Variable	Monthly	Monthly	None	None	\$10,000.00
\$25,000 - \$49,999.99	1.50%	1.51%	Variable	Monthly	Monthly	None	None	\$25,000.00
\$50,000 - \$99,999.99	1.75%	1.76%	Variable	Monthly	Monthly	None	None	\$50,000.00
\$100,000 and over	2.00%	2.02%	Variable	Monthly	Monthly	None	None	\$100,000.00

1. RATE INFORMATION. The Annual Percentage Yield ("APY") 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. *For Hero Savings, Savings, High Yield Savings, IRA Share, Smart Apple, Youth Savings, and Club Accounts:* The dividend rate and APY may change monthly as determined by Municipal Credit Union. *For Money Market Accounts:* The dividend rate and APY may change weekly as determined by Municipal Credit Union. There are no limitations on the amount the rate can change. You must provide and maintain minimum opening deposits and/or minimum daily balances in order to earn the APYs stated above, if so indicated.

2. COMPOUNDING AND CREDITING. The frequency with which dividends will be compounded and credited and is set forth above. The "Month" begins on the first calendar day of the month and ends on the last calendar day of the month.

3. MINIMUM BALANCE REQUIREMENTS. The minimum balance requirements for each account are set forth above. Minimum balance requirements may include a minimum opening deposit, the minimum balance that you must maintain in the account to avoid service fees, and the minimum balance that you must maintain each day to earn the stated Annual Percentage Yield for that account. The Par value of a share in this credit union is disclosed on the Fee Schedule.

*High Yield Savings Account: The minimum deposit to open the High Yield Savings Account is \$100. To be eligible to earn dividends for the High Yield Savings account at the posted High Yield Savings Annual Percentage Yield ("APY"), you must first deposit a total of \$5,000 of New Money† into the High Yield Savings account ("New Money Requirement"). Other funds currently on deposit in a MCU account may be transferred or deposited into the High Yield Savings Account, but those funds will not count towards the New Money Requirement. Until the New Money Requirement is met, dividends on the Average Daily Balance in the High Yield Savings Account will accrue at the same APY as the Hero Savings Account with the corresponding Minimum Balance to earn the stated APY for the Hero Savings Account. Once the New Money Requirement is met, there is no minimum balance required to earn the posted High Yield Savings APY and, after the New Money Requirement is met, any High Yield Savings Account balance will earn dividends at the posted High Yield Savings APY. The dividend rate and APY is subject to change.

**Youth Savings Account: The Youth Savings Account will earn dividends on any balance up to \$1,000.00 at the dividend rate and Annual Percentage Yield ("APY") stated in the \$0.01 - \$1,000.00 tier. Maintaining a balance in excess of \$1,000.00 will not reduce the dividend rate applicable to the first \$1,000.00 in the Youth Savings Account. The APY decreases as the balance increases over \$1,000.00. The total balance in the Youth Savings account that contains in excess of \$1,000.00 will earn dividends at the dividend rate and APY stated in the \$1,000.01 and over tier.

†"New Money" is defined as funds that are not on deposit in any MCU account at the time the account with the New Money requirement is opened. The New Money requirement may be satisfied by: (1) making a deposit of New Money directly into an account bearing a New Money requirement; or (2) making a deposit of New Money into a savings or checking account and transferring the New Money into the account bearing the New Money requirement within seven (7) days of the date of deposit. Funds transferred into an account bearing a New Money requirement from any MCU account after seven (7) days from the date of deposit will not be eligible to satisfy the New Money requirement.

4. BALANCE COMPUTATION METHOD. We use the Average Daily Balance to calculate dividends on your account. The Average Daily Balance Method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

5. ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS. Dividends will begin to accrue on the business day that you deposit noncash items (e.g. checks) to your account. If you close your account before dividends are paid, you will not receive the accrued dividends.

6. TRANSACTION LIMITATION. For Fresh Start Accounts: This account requires that the minimum balance does not drop below \$0.00 during the six (6) month probation period. The account comes with a debit card and access to Digital Banking. After the six (6) month probation period, if there has not been any forms of fraud warnings and the account has not dropped below a balance of \$0.00 more than three (3) times during the probation period, including at the six (6) month mark, the account will automatically convert into the Everyday Hero Account. Otherwise, the account will remain a Fresh Start Account for an additional six (6) month probation period. If the account still does not qualify for conversion to the Everyday Hero Account after the second probation period, the account will be subject to closure.

For questions or inquiries, contact:



Municipal Credit Union
22 Cortlandt St.
New York, NY 10007
1-844-MCU-NYNY (1-844-628-6969)
NYMCU.org

TRUTH-IN-SAVINGS RATES & FEES SCHEDULE

This credit union is federally insured by the National Credit Union Administration

CERTIFICATE ACCOUNTS

EFFECTIVE DATE: 03/18/2026

Account Type	DIVIDEND RATE	ANNUAL PERCENTAGE YIELD (APY)	Rate is Fixed or Variable	Dividends Compounded	Dividends Credited	Minimum Opening Deposit	Additional Deposits	Early Withdrawal Penalty?	Renewals
Share Certificates									
6 Months	3.00%	3.04%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	90 Days Dividends	Automatic with 10 day grace period
9 Months	3.442%	3.50%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	90 Days Dividends	
12 Months	3.75%	3.82%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	180 Days Dividends	
24 Months	3.50%	3.56%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	180 Days Dividends	
36 Months	3.75%	3.82%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	180 Days Dividends	
Promotional Share Certificates									
12 Months - \$5K New Money†***	4.25%	4.33%	Fixed	Monthly	Monthly	\$5,000.00	Not Allowed	180 Days Dividends	Automatic with 10 day grace period
Deposit Plus Share Certificate									
18 Months	3.25%	3.30%	Fixed	Monthly	Monthly	\$250.00	Allowed	180 Days Dividends	Automatic with 10 day grace period
IRA Traditional/Roth/Coverdell ESA									
6 Months	3.00%	3.04%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	90 Days Dividends	Automatic with 10 day grace period
12 Months	3.75%	3.82%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	180 Days Dividends	
18 Months	3.25%	3.30%	Variable	Monthly	Monthly	\$100.00	Allowed	180 Days Dividends	
24 Months	3.50%	3.56%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	180 Days Dividends	
36 Months	3.75%	3.82%	Fixed	Monthly	Monthly	\$500.00	Not Allowed	180 Days Dividends	
Secured Visa Share Certificate									
18 Months	3.25%	3.30%	Fixed	Monthly	Monthly	\$300.00	Allowed	180 Days Dividends	Automatic with 10 day grace period
Discontinued Certificates: Information for members previously enrolled and under renewal									
3 Months	2.00%	2.02%	Fixed	Monthly	Monthly	N/A	Not Allowed	90 Days Dividends	Automatic with 10 day grace period
15 Months*	4.75%	4.85%	Fixed	Monthly	Monthly	\$0.00**	Not Allowed	180 Days Dividends	
30 Months	3.75%	3.82%	Fixed	Monthly	Monthly	N/A	Not Allowed	180 Days Dividends	
Discontinued IRA Share/Coverdell ESA Certificate									
3 Months	2.00%	2.02%	Fixed	Monthly	Monthly	N/A	Not Allowed	90 Days Dividends	Automatic with 10 day grace period
9 Months	3.925%	4.00%	Fixed	Monthly	Monthly	N/A	Not Allowed	90 Days Dividends	
30 Months	3.75%	3.82%	Fixed	Monthly	Monthly	N/A	Not Allowed	180 Days Dividends	

*Upon maturity, the 15-month promotional certificate will automatically renew as the next lowest term certificate.

**A minimum of \$5.00 is required to earn APY.

1. RATE INFORMATION. The Annual Percentage Yield ("APY") 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. The dividend rate and APY are fixed as disclosed above and will be in effect for the initial term of the account. The rates for Renewals shall be those rates in effect at the time of renewal. The APY stated is based on the assumption that dividends will remain on deposit until maturity; a withdrawal of dividends will reduce earnings.

2. COMPOUNDING AND CREDITING. The frequency with which dividends will be compounded and credited is set forth above. The "Month" begins on the first calendar day of the month and ends on the last calendar day of the month.

3. MINIMUM BALANCE REQUIREMENTS. The minimum balance requirements for each account are set forth above. Minimum balance requirements may include a minimum opening deposit, the minimum balance that you must maintain in the account to avoid service fees, and the minimum balance that you must maintain each day to earn the stated Annual Percentage Yield for that account. The Par value of a share in this credit union is disclosed on the Fee Schedule.

*****12 Months – \$5k New Money† Share Certificate:** You may be eligible for a 0.50% increase on the current Dividend Rate on the 12 Months Share Certificate account if you meet certain eligibility requirements. To be eligible, you must open a 12 Months – \$5K New Money Share Certificate account or renew an existing 12 Months Share Certificate account in-person at one of our branches, through our Digital Banking platform, or through our mail-in renewal process. You must also deposit a minimum of \$5,000 of New Money† into the Share Certificate account at the time of opening or renewing. Any funds that you want to deposit in addition to the \$5,000 of New Money may come from accounts you currently have with us and those additional funds will earn the stated APY. The account will automatically renew into the 12 Months – Share Certificate and will be subject to the Dividend Rate, APY, and other terms and conditions of the 12 Months – Share Certificate in effect at the time of renewal unless the account is closed prior to maturity or during the ten (10) day renewal grace period or the eligibility requirements of the 12 Months – \$5K New Money Share Certificate at satisfied during the ten (10) day renewal grace period. An early withdrawal penalty will apply if the account is closed prior to maturity.

†"New Money" is defined as funds that are not on deposit in any MCU account at the time the account with the New Money requirement is opened. The New Money requirement may be satisfied by: (1) making a deposit of New Money directly into an account bearing a New Money requirement; or (2) making a deposit of New Money into a savings or checking account and transferring the New Money into the account bearing the New Money requirement within seven (7) days of the date of deposit. Funds transferred into an account bearing a New Money requirement from any MCU account after seven (7) days from the date of deposit will not be eligible to satisfy the New Money requirement.

4. BALANCE COMPUTATION METHOD. We use the Daily Balance Method to calculate dividends on your account. The Daily Balance Method applies a daily periodic rate to the balance in the account each day.

5. ACCRUAL OF DIVIDENDS ON NONCASH DEPOSITS. Dividends will begin to accrue on the business day that you deposit noncash items (e.g. checks) to your account. If you close your account before dividends are paid, you will not receive the accrued dividends.

6. MATURITY. Your account will mature according to the term indicated above, and as indicated on your account summary or statement.

7. RENEWAL POLICY. Unless you otherwise instruct us, your certificate account will automatically renew at maturity. You will have a grace period as indicated above after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

8. VARIABLE RATE INFORMATION. If your rate is variable as indicated above, the dividend rate and Annual Percentage Yield (APY) are variable and may change monthly as determined by Municipal Credit Union. There are no limitations on the amount the rate can change.

For questions or inquiries, contact:



Municipal Credit Union
22 Cortlandt St.
New York, NY 10007
1-844-MCU-NYNY (1-844-628-6969)
NYMCU.org

This credit union is federally insured by the National Credit Union Administration

TRUTH-IN-SAVINGS RATES & FEES SCHEDULE

FEES. Fees are subject to change. Contact us for the most current information regarding fees. The following fees and charges are applicable to your account(s), services, and/or transactions, as of 03/18/2026:

FEE SCHEDULE

Savings and Checking Accounts, ACH, and Home Banking/Bill Pay Transactions:

Fresh Start Account Monthly Fee	\$3.00 per month
Non-Sufficient Funds (NSF) Fee (when items are rejected)	\$32.00 per item
Overdraft Fee ¹	None
Overdrawn Account Fee	None
Stop Payment Fee	\$32.00 per item
Check Copy Fee	\$1.50 per item
Check Printing Fee	varies by style
Paper Statement Fee (fee is waived for members who receive electronic statements; fee is waived when an account owner is 65 years of age and older as reflected in MCU's records)	\$2.00 per month (fee is not assessed if a paper statement is not produced for that month)

¹ MCU may pay certain items if paying the item results in the Available Balance in the account on which the item is drawn to be negative by \$10.00 or less. MCU does not assess an Overdraft Fee nor a NSF Fee for paying such item. MCU will not pay an item if paying the item would result in the Available Balance in the account on which the item is drawn to be negative by \$10.01 or more. MCU will reject such item and assess an NSF fee, but not an Overdraft Fee.

Your "Available Balance" is the portion of your balance that is available for immediate withdrawal or to pay other debit items. It takes into account funds availability holds under our Funds Availability Policy, as well as any pending debits and credits we have received but not yet posted to your account (for example, preauthorized debit card transactions, pending checks, transfers, withdrawals, or other holds on your account).

Example 1: Member writes a check for \$12.50 to pay a bill. At the time the check is processed for payment, the member has a \$5.00 Available Balance in the member's Everyday Hero Checking account. MCU will pay the check and the member will have a negative \$7.50 Available Balance in his Everyday Hero Checking account, but MCU will not assess a NSF Fee nor an Overdraft Fee. However, if a second check in the amount of \$5.00 is presented for payment before the Available Balance is replenished, MCU will not pay the second check and will assess a NSF Fee.

ATM and Debit Card Transactions. In addition to the above applicable fees, the following fees apply:

ATM Fee for using an ATM owned by us	None
ATM Fee for using an ATM not owned by us ²	\$3.00 per item
ATM Inquiry/Transfer Fee at an ATM not owned by us ²	\$1.00 per item
Foreign Currency Transaction Fee ³ (% of amount converted to U.S. Dollars)	1%
Instant Issue Debit Card Fee ⁴	\$5.00 per card

² Each fee may be assessed in the same ATM access.

³ A foreign transaction is any transaction involving foreign currency, even if initiated in the US.

⁴ Fee applies when new debit card is requested and issued at a branch on the same day as the request. To avoid the fee, you may opt to have your debit card delivered by mail.

Negotiable Items, and Special Transactions:

Money Order	\$2.00 per item
Cashier's, Certified, or Official Check	\$5.00 per item

Miscellaneous Fees and Charges:

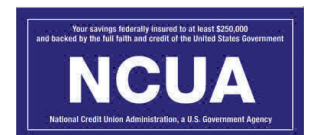
Set Off Service Charge	\$5.00
Account Verification Fee ⁵	\$10.00
Legal Processing Fee ⁶	\$75.00

⁵ If you authorize MCU to issue a document, to you or a third party, verifying your account information.

⁶ This fee applies every time the credit union processes tax liens, injunctions, subpoenas, child support orders, restraining notices, levies, other court/administrative orders.

Share Value

Par Value of One Share	\$0.01
------------------------	--------





FUNDS AVAILABILITY POLICY DISCLOSURE

This disclosure describes your ability to withdraw funds from any account at Municipal Credit Union.

For purposes of this disclosure, the terms "you" or "your" mean the member, and the terms "our," "we," or "us" mean Municipal Credit Union. The term "check" means check or share draft, as applicable.

1. YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Cash, wire transfers, electronic direct deposits, and checks drawn on Municipal Credit Union 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 checks 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 day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union. Deposits received by us through the mail are considered deposited on the day we receive the deposit.

2. LONGER DELAYS MAY APPLY – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first 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 send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit may be delayed for a longer period under the following circumstances:

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

3. 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 electronic direct deposits, cash, and wire transfers to your account will be available on the day we receive the deposit. Funds from 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 first 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 to one of our employees, 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 ninth business day after the day of your deposit.

4. DEPOSITS AT PROPRIETARY AUTOMATED TELLER MACHINES (ATMs) – Funds from deposited checks made at an ATM that we own or operate will be available by the second business day after the day of your deposit. However, the first \$275.00 of the deposited funds from checks drawn on Municipal Credit Union and funds from U.S. Treasury checks that are payable to you and deposited at an ATM located at one of our branch offices will be available on the first business day following the day we receive your deposit. Cash deposits will be available on the day we receive the deposit. All ATMs that we own or operate are identified as our ATMs.

We do not allow deposits at ATMs that we do not own or operate.

5. 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.

6. SUBSTITUTE CHECKS AND YOUR RIGHTS - IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

What Is a Substitute Check? – To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you

receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you may have rights under a different law or regulation with respect to those transactions.

What Are My Rights Regarding Substitute Checks? – In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is an dividend- bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws or regulations. If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund? – If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at ShareDraft - EFT Department, Municipal Credit Union, 22 Cortlandt Street, New York, NY 10007, #ShareDrafts@nymcu.org. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: identifying information, for example the check number, the name of the person to whom you wrote the check, and the amount of the check.



Municipal Credit Union
22 Cortlandt St.
New York, NY 10007
1-844-MCU-NYNY (1-844-628-6969)
NYMCU.org

Rev 11/23

FACTS

WHAT DOES MUNICIPAL 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 income
- account balances and payment history
- credit history and credit scores

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

How?

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

Reasons we can share your personal information	Does Municipal 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, or 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	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	We don't share

Questions?

Call 1-844-MCU-NYNY (1-844-628-6969)

Who we are

Who is providing this notice?

Municipal Credit Union

What we do

How does Municipal 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 Municipal Credit Union collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit money
- pay your bills or apply for a loan
- use your credit or debit card

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.

- *Municipal Credit Union has no affiliates.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Municipal Credit Union 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 insurance companies and financial products or services companies.*



ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Municipal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or savings and draft share or checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, 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 (1) or more of the EFT services offered by the Credit Union.

a. MCU Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate Merchant Category Code ("MCC") that identify illegal gambling as these will be declined.

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 checking account.

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 approved overdraft protection accounts, or loan 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 ATMs of the Credit Union, NYCE, Plus and Co-Op networks, and such other machines or facilities as the Credit Union may designate.

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

- Make deposits to your savings, checking, and money market accounts.
- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market 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 online or by mail or telephone from places that accept Visa.
- Make cash withdrawals in foreign countries and in foreign currencies

The following limitations on MCU Debit Card transactions may apply:

- There is no limit on the number of MCU Debit Card purchases you make per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$1,005.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- The combined limit for both cash withdrawals and POS transactions is \$3,505.00.
- You may purchase up to a maximum of \$2,500.00 per day, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- Maximum daily deposit limit at MCU ATMs is \$10,000
- Your available account balance may be reduced for pre-authorizations for 3 business days or until the transaction clears.
- You may not make deposits at an ATM that we do not own or operate.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

b. Telephone Banking/Virtual Agent. If we approve Telephone Banking/Virtual Agent for your accounts you will be required to set up voice verification to use your voice as your password. At the present time, you may use Virtual Agent to:

- Transfer funds from your savings, checking, money market, and club accounts.
- Obtain balance information for your savings, checking, loan, money market, club, and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Connect you to VISA Card Services to report your debit card lost or stolen and block your debit card.
- Make transfers and payments from a MCU account and check balances on your Personal Line of Credit.

Your accounts can be accessed under Telephone Banking/Virtual Agent via a touch-tone telephone only. Telephone Banking/Virtual Agent service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Telephone Banking/Virtual Agent transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves 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. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union 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 telephone call.

c. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your Savings and/or Checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your Savings and/or Checking account to third parties or for loan payments or other amounts you owe us.
- See Section 2 for transfer limitations that may apply to these transactions.
- **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 by calling us at 1-844-MCU-NYNY (1-844-628-6969) or in writing to us at P.O. Box 3205 Church Street Station, New York, NY 10007 at any time up to three (3) business days before the scheduled date of the transfer (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay.). 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 may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **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.
- **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.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. The funds will be debited from your account as soon as the same day and your check may not be returned to you. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund 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.

e. Online Banking. If Online Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Online Banking to:

- Transfer funds from your savings, checking, money market, and Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, money market, club, certificate, and Line of Credit accounts.
- Make loan payments on your MCU loans from your savings, checking, money market accounts, and ACH incoming funds transfer.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Update your personal information and change your password.

- Make a stop payment request.
- Order checks.
- Set Alerts.
- Block and unblock debit card.
- Review and save copies of your e-statements.
- Connect your accounts to other select financial institutions to view balances and make transfers between your accounts.
- Make person-to-person transfers and payments using Zelle® and other Third Party Apps or Payment Services.
- Access or utilize other services that we may make available to you from time to time.
- Obtain a payoff letter for an existing loan.
- Find branch and/or ATM locations.
- Contact us.

Your accounts can be accessed under Online Banking via personal computer. Online 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 Online Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$2,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.
- \$50,000.00 limit for members with real estate loans.
- See Section 2 for transfer limitations that may apply to these transactions.

f. Mobile Banking. If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, money market, and Line of Credit accounts.
- Obtain balance information for your savings, checking, loan, money market, club, certificate, and Line of Credit accounts.
- Make loan payments from your savings, checking, and money market accounts, and ACH incoming funds transfer.
- Access your Line of Credit accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit
- Make bill payments to preauthorized creditors.
- Order checks.
- Block and unblock debit card.
- Set alerts.
- Review copies of your e-statements.
- Connect your accounts to other select financial institutions to view balances and make transfers between your accounts.
- Make person-to-person transfers and payments using Zelle® and other Third Party Apps or Payment Services.
- Make mobile check deposits.
- Find branch and/or ATM locations.
- Contact us.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile 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. 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 Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$2,000.00 per day, and no transfer or withdrawal may exceed the available funds in your account.
- The maximum withdrawal or transfer amount increases to \$50,000.00 per day for members with real estate loans.
- See Section 2 for transfer limitations that may apply to these transactions.

g. Bill Payment. 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 checking 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 Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$25,000.00, if there are sufficient funds in your account.

h. Third Party Apps or Payment Services. If you link any of your accounts to a third-party mobile wallet app, payment service, or person-to-person transfer service (including, but not limited to, Zelle®, PayPal, ApplePay, Venmo, or other payment app), you understand and agree that these are not services provided by the Credit Union. When you provide your personal information, use their services, or conduct a transaction, you understand that you are subject to their terms, conditions and agreements. You understand that these apps and services may not provide the same protections from fraud, unauthorized transactions or other misapplication of funds as traditional banking services. We may transfer any funds as directed by you or anyone you authorize and such transfer(s) shall be considered an authorized transaction and as such, we have no further obligation or liability if the app or payment service misapplies funds or those funds become defrauded. You understand that funds transferred to/via a third party mobile wallet apps or payment services may not be federally or otherwise insured and should your funds become unavailable for any reason, you assume all risk.

Zelle®: Eligible Municipal Credit Union (MCU) members can conveniently enroll in and utilize Zelle® via NYMCU Online Banking or the NYMCU Mobile Banking application subject to the acceptance of MCU and Zelle's terms and conditions. Once eligible, you may use Zelle® from our Online Banking and/or Mobile Banking application to: (1) transfer or receive funds between your eligible accounts and other accounts you own at other institutions; and/or (2) transfer money to or request money from other people. Payments and service fees, if any, will be automatically debited, and payments and credits will be automatically deposited. New MCU members are not eligible for Zelle® access for ten (10) business days from the date the MCU membership is established.

Limitations: The following limitations will apply to the Zelle® Service:

- The maximum dollar amount per transaction is \$500.
- The maximum dollar amount for transactions per day is \$500.
- The maximum dollar amount for transactions per week is \$1,250.
- The maximum dollar amount for transactions per month (4 X weekly) is \$5,000.
- You may make only 4 transactions per day, 20 transactions per week, and 80 transactions per month (4 X weekly)

2. TRANSFER LIMITATIONS — None.

3. 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 repossessed 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 transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. 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.

e. 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 savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, 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.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services/ From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, 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 funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. 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 check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card. For example, you may be negligent if you write your PIN on your debit card or keep the PIN with your debit card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, 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.

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 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:

1-844-MCU-NYNY (1-844-628-6969)

or write to:

Municipal Credit Union
P.O. Box 3205
Church Street Station
New York, NY 10007

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 check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make 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.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal. However, we are not required to provide you with terminate receipts for transactions of \$15.00 or less. Your statements and receipts may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie evidence that such transfer was made.

c. 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 1-844-MCU-NYNY (1-844-628-6969). This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will 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;
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. 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 an insufficient available balance in your account 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 Disclosure, 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 audio response, online/PC, or mobile banking 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.

10. 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. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

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.
- Close the entry door of any ATM facility equipped with a door. Note that activity within an ATM is recorded by a surveillance camera.
- 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. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- 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 (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.
- 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.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, 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 60 days after we sent the FIRST statement on which the problem appears.

Call us by telephone at 1-844-MCU-NYNY (1-844-628-6969), Option 6 on Monday - Wednesday & Friday between 8:00 am and 6:00 pm, Thursday between 8:00 am and 7:00 pm and Saturday between 9:00 am and 2:00 pm

or write to us by U.S. Mail at:

Municipal Credit Union
PO Box 3205
Church Street Station
New York, NY 10007

or by email our Online Banking Secured Email box at: eBranch@NYMCU.org

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

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

We will determine whether an error has occurred 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 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.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Please see your Truth-in-Savings Rates & Fees Schedule for any applicable fees associated with such copies.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account (i.e., a new account), notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

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 as described above.

12. 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 either destroy or 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 electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, 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 is located.

14. 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 attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.



MEMBER CODE OF CONDUCT POLICY

Purpose

The Board of Directors of the Municipal Credit Union ("MCU") determined that the privilege of MCU services available to members must be reserved only for members who are in "good standing" with MCU. The purpose of this policy is to protect the employees, agents, volunteers, and members of MCU from abusive members. This policy is enacted to address standards of member conduct to assure that rights and protection of MCU's employees, volunteers, and members.

MCU's good reputation is due in large part to the loyalty, commitment, and continued efforts of its employees, volunteers and members. MCU is committed to treating its employees, volunteers, and members with the respect they deserve and is committed to maintaining a work place free from unacceptable conduct from any source.

Policy Statement

In the event that any member or non-member (i) engages in any type of abusive conduct towards an MCU member or an MCU employee or volunteer engaged in MCU business or (ii) is deemed, in the sole discretion of MCU, to be "not in good standing" who seeks access to MCU services directly or indirectly, the Chief Executive Officer, or his/her designee, is authorized to apply appropriate remedial measures against such individual.

Scope

This policy shall extend to any member "not in good standing" who seeks member services whether directly or indirectly through an MCU account. This policy shall also apply to any person who has access to MCU services directly or indirectly through a member who is considered to be "not in good standing" with MCU.

A member will be considered "not in good standing" with MCU if:

- The member fails to comply with the terms and conditions of any lawful obligation with MCU and causes, or puts MCU at risk of, a "pecuniary loss" as defined below;
- The member manipulates or otherwise abuses MCU services or products to the detriment of MCU's membership; or
- The member's share account balance drops below par value and does not replenish the shortfall within 6 months.



The determination of whether a member is or is not “in good standing” with MCU will be made at the sole discretion of the Senior Management of MCU. Any member deemed to be “not in good standing” will be reported at the next regular board meeting.

Appropriate Remedial Actions Permitted

In that regard, any or all of the following actions may be imposed against (i) any individuals who have engaged in abusive conduct or (ii) any member deemed to be “not in good standing”:

- Denial of all services other than the right to maintain a share account and the right to vote at annual meetings and at special meetings.
- Preclusion from personal contacts with MCU employees or volunteers such that MCU services may be available only by remote means.
- Preclusion from access to MCU premises.
- Taking any other action deemed appropriate under the circumstances that is not precluded by Article XI of New York Banking Law, New York Department of Financial Services Rules and Regulations, MCU’s Bylaws, or other applicable federal or state law.
- Threats of bodily harm, actual bodily harm, or any other illegal activity against any MCU employee, volunteer, or other member will be reported to appropriate local, state or federal authorities. In addition, MCU at its discretion may seek a restraining order.
- In the cases of continued abusive behavior or an extremely abusive incident, a member shall be subject to expulsion from membership under New York Banking Law Section 464.

Definitions

“**Abusive conduct**” includes, but is not limited to, any of the following conduct:

- Any threats of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in MCU business.
- Any form of action that may constitute harassment under MCU’s harassment policy.
- Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
- Inappropriate touching.
- Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.

- Displaying sexually suggestive objects or pictures.
- Fighting, kicking or other physical harm or attempted harm towards an MCU member, employee, or volunteer engaged in MCU business.
- Engaging in offensive or abusive physical contact.
- Making false, vicious or malicious statements about any MCU employee, member, volunteer, or MCU and its services, operations, policies, practices, or management.
- Cursing or other abusive or vulgar language directed towards an MCU member, employee, or volunteer engaged in MCU business. For example; using profane, abusive, inappropriate, intimidating, or threatening language.
- Bringing or possessing firearms or weapons or any hazardous or dangerous device on MCU premises or at an MCU function, unless such firearm is in your possession in the performance of work-related duties.
- Possession, sale, use, or being under the influence of an unlawful or unauthorized substance on MCU premises or at an MCU function.
- Being intoxicated or under the influence of alcohol on MCU premises or at an MCU function.
- Attempting to coerce or interfere with an MCU employee or volunteer in the performance of their duties at any time.
- Uncivil conduct or failure to maintain satisfactory working relationships with other members, employees and volunteers at MCU.
- Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving MCU employees or MCU services.
- Any posting, defacing, or removing notices or signs on MCU premises; writing on MCU bulletin boards without management authorization.
- Appropriation or misappropriation of MCU funds, property or other material proprietary to MCU.
- Immoral conduct or indecency on MCU premises.
- Deliberate or repeated violations of security procedures or safety rules.
- Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at MCU.

This list is not comprehensive and is used only as an example of types of behavior that may be viewed as “abusive” by MCU.



“Member services” are hereby defined as any products or services now or hereafter provided or sponsored by MCU or otherwise made available to MCU members, which services shall include, but are not limited to: loans, deposit accounts, checking or share drafts, ATM services, online banking services, and other electronic fund transfer services.

A **“pecuniary loss”** to MCU occurs when MCU writes off as uncollectible any monies which the member owes, for whatever reason, to MCU.

- For loans: the pecuniary loss is defined as the principal amount of any monies owed and written off as uncollectible. The amount of the pecuniary loss does not include interest and expenses.
- For shares: the pecuniary loss is defined as the negative balance in the share account written off as uncollectible.

Social Channel Responsibility

Members are encouraged to engage and dialogue with MCU via our online social channels on Facebook, Twitter and YouTube. We may also employ other social channels in the future. Members have a responsibility to keep the conversations in these public forums free of inappropriate language, terms and subjects. They also have a responsibility to avoid derogatory or defamatory statements or claims. MCU reserves the right, at its discretion, to remove any post or comments that it deems in violation of these standards.

06/13/2019



MCU DEBIT CARD AGREEMENT:

This agreement describes how to use your MCU Debit Card and explains your rights and responsibilities as an MCU Debit Card user. When you signed the MCU Debit Card application, you agreed in writing to be bound by this agreement. Your use of MCU Debit Card services will also indicate that you agree to these terms. Since MCU Debit Card services offer you access to certain Municipal Credit Union accounts, MCU Debit Card services are also governed by the Municipal Credit Union Account Agreement and Rules and Regulations applicable to such accounts.

In this agreement the words “we”, “our”, “us” and “MCU” refer to Municipal Credit Union. The words “you” and “your” refer to you and all other owners of the accounts to whom MCU Debit Card services will be made available.

YOUR MCU DEBIT CARD & PIN

You have received a special plastic MCU Debit Card (“card”). If you were a holder of an MCU Cash Connection Card at the time you received this Card, you may be told that you can continue to use the same Personal Identification Number (“PIN”) in connection with this card. If you received your card in person at an MCU branch, you selected a PIN at that time. If you received the card by mail, you will select your PIN when you call 1-888-381-7362 to activate the card. You need both the card and PIN to make most MCU Debit Card transactions. Your MCU Debit Card may also be used as a secondary piece of identification for MCU branch transactions. MCU Debit Card is for your personal use only. You agree not to allow another person to use it.

You acknowledge and understand that we do not know your PIN. Because anyone who has the card and the PIN can make MCU Debit Card transactions for which you may be liable, you should guard the secrecy of your PIN. We suggest that you memorize the PIN. You agree not to write your PIN on your MCU Debit Card and not to keep it in any place where it may be found with your card.

PERMISSIBLE MCU DEBIT CARD TRANSACTIONS

MCU Debit Card system allows you 24-hour access to certain of your MCU accounts. You may use your card at participating network machines for the following purposes, subject to the machines’ operational limitations, and to the extent allowed by law and this agreement:

- (1) **CASH WITHDRAWALS** - To obtain a cash withdrawal from your Hero Savings Account, Everyday Hero Account, or Basic Share Draft Account.
- (2) **BALANCE INQUIRIES** - For balance inquiries with regard to your Hero Savings Account, Everyday Hero Account, or Basic Share Draft Account.
- (3) **TRANSFERS** - To transfer money from your Hero Savings Account to your Everyday Hero Account or Basic Share Draft Account or likewise from your Everyday Hero Account or Basic Share Draft Account to your Hero Savings Account.

You may obtain a list of participating networks by calling or writing us at the telephone number or address which appears below. You may also use your card at participating merchants, subject to the limitations set forth in this agreement for the following purpose:

- (4) **PURCHASES** - To purchase goods and services from any merchant participating in the NYCE network or other participating network point-of-sale program (“POS transaction”). You may also use your card to make purchases at any merchant which accepts VISA card (“MCU Debit Card transaction”). When a POS transaction is made, there will be an immediate electronic withdrawal from your Everyday Hero Account or Basic Share Draft Account. When an MCU Debit Card transaction is made, funds in the amount of the transaction are immediately placed on hold, and then later withdrawn, from your Everyday Hero Account Checking Account or Basic Share Draft Account.

You may use your card and PIN at ATMs owned by MCU (“proprietary ATMs”) for the following additional purposes:

- (5) **DEPOSITS** - To make cash or check deposits to your Hero Savings Account, Everyday Hero Account, or Basic Share Draft Account up to \$10,000 daily.

LIMITS ON MCU DEBIT CARD TRANSACTIONS

Your card and PIN may only be used to conduct transactions and obtain access to those accounts we have approved in advance. We will not be required to complete a transaction if you do not have enough collected funds in your account to cover the transaction. The maximum dollar amount of cash withdrawals per day is \$1,000. The maximum purchase price for any one transaction at a POS Terminal is \$2,500 per day. The combined limit for both cash withdrawals and POS transactions is \$3,500 per day. There is no limit on the number of cash withdrawals or purchases you may make in one day.

- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.

You agree not to use your card for a transaction that would cause the balance in a designated account to go below zero or that would cause a withdrawal or transfer from a type of account that you do not have. We are not required to complete any of these types of transactions, but if we do, you agree to pay us the excess amount or the improperly withdrawn amount immediately upon request. You may not use your MCU Debit Card for any illegal transaction. We may also limit or refuse to complete your MCU Debit Card transactions when we have to for security reasons.

CHARGES FOR MCU DEBIT CARD SERVICES AND TRANSACTIONS

We do not charge for withdrawals, transfers, denials, or inquiries made at proprietary ATMs. We also do not charge for POS transactions you make at participating merchants.

If you use your MCU Debit Card at an ATM not owned by MCU ("non-proprietary ATM"), we will charge you:

- \$3.00 for each withdrawal;
- \$1.00 for each transfer; and
- \$1.00 for each inquiry.

All fees may be assessed for the same ATM access. However, these service charges will be waived if the combined balance in your Hero Savings Account, Everyday Hero Account, Basic Share Draft Account, Money Market Account, Vacation and Holiday Club Accounts, Share Certificate Deposit Accounts and IRAs (under the same root account number used to obtain this card) is at least \$2,000.00 after the completion of the withdrawal, transfer, or inquiry. You also agree to pay any increase or changes in such charges which MCU may later impose. We may charge other fees for various services you may ask us to perform (ex., issuing a new card or PIN). All charges will be automatically imposed against the account from or to which the withdrawal, transfer, or inquiry was made. If you initiate a transaction from a non-proprietary ATM, a separate fee may be imposed by the ATM operator or by any network, regional, or local network utilized to effectuate the transaction. The non-proprietary ATM operator or network may charge a fee in connection with a balance inquiry even if no fund transfer is completed.

A 1% International Transaction Fee will be assessed on all transactions where the merchant is located outside the U.S. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. The exchange rate for transactions in a foreign currency will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself received, or the government mandated rate in effect for the applicable central processing date, plus the 1% International Transaction Fee.

A \$5.00 fee applies when a new debit card is issued in person at a branch for same-day service. To avoid the \$5 fee, you may request to have your debit card delivered by mail. Mailed cards are provided at no additional cost and typically arrive within 7-10 business days.

RIGHT TO RECEIVE RECEIPT AND PERIODIC STATEMENT

You may choose to receive a detailed receipt at the time you make any withdrawal or transfer from your account at a participating network terminal.

You will receive your normal monthly statement on your Everyday Hero Account or Basic Share Draft Account. You shall also continue to receive quarterly statements on your Hero Savings Account. However, you will receive a monthly statement on your

Hero Savings Account if you have made any transactions with your MCU Debit Card during the month.

RIGHT TO STOP PAYMENT

If you have told us in advance to make regular payments out of your MCU account, you can stop any of these payments. Here's how:

Call us at (212) 693-4900, or write us at Municipal Credit Union, P.O. Box 3205, Church Street Station, New York, NY 10007, Attn: Card Services Department, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$32.00 for each stop-payment order that you give.

IN CASE OF ERRORS OR QUESTIONS ABOUT MCU DEBIT CARD TRANSACTIONS

If you think your statement or receipt is wrong, or if you need further information about a transaction listed on the statement or receipt, please call:

(844)628-6969 as soon as possible,

or write us at:

Municipal Credit Union

P.O. Box 3205, Church Street Station
New York, New York 10007

Attention: Card Services Department

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (A) Tell us your name and account number (if any).
- (B) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (C) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred 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 (within thirty (30) days after the first deposit to the account), point-of-sale, or foreign-initiated transactions (outside of the United States or Commonwealth of Puerto Rico), we may take up to ninety (90) days to investigate your complaint or question. For new accounts, 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 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all MCU Debit Card transactions made by you and anyone else who uses your card and PIN with your knowledge or consent. You are also responsible for unauthorized use of your card and PIN to the full extent allowed by applicable federal and state law. In addition, any person other than yourself who uses your card is responsible for all transactions he or she makes and for all transactions made by others with his or her permission. This does not limit your own responsibility. You agree to tell us at once if you believe your MCU Debit Card or PIN has been lost or stolen or used by some unauthorized person.

REPORTING UNAUTHORIZED USE

Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If a VISA transaction is made with your card or card number without your permission, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. Your liability for unauthorized use of your card or account will be determined under the following paragraphs for transactions that are not VISA transactions, for transactions at ATMs, or if you were grossly negligent in the handling of your account or card.

If you tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than fifty dollars (\$50) if someone used your card or PIN 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 PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers or transactions that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If extenuating circumstances such as extended travel or hospitalization kept you from notifying us, then we will extend the specified time periods for a reasonable time.

CONTACT IN THE EVENT OF AN UNAUTHORIZED TRANSFER

If you believe your card and/or PIN was lost or stolen or someone has made unauthorized withdrawals from your account without permission, you may contact us 24 hours a day 7 days a week at (844)628-6969 to report unauthorized transactions using your debit card or write us at:

Municipal Credit Union

P.O. Box 3205, Church Street Station
New York, New York 10007

Attention: Card Services Department

BUSINESS DAYS

MCU's Card Services Department can be reached from Monday through Friday between the hours of 9:00 A.M. and 5:00 P.M. E.S.T. to answer any questions regarding electronic transactions on your account. MCU is not open for business on the banking holidays published by the New York State Department of Financial Services.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transactions you make, for the following reasons:

- (A) to verify the existence and condition of your account for a third party, such as a credit bureau;
- (B) to comply with government agency or court orders;
- (C) if you give us your written permission; or
- (D) where it is necessary to complete a transaction.

LIMITATIONS ON OUR RESPONSIBILITY TO YOU

We make every reasonable effort to ensure that your MCU Debit Card transactions are completed on time and in the correct amount and we maintain procedures to prevent any interruption or problems in service. If you properly instruct us to perform an MCU Debit Card transaction involving a designated account and we do not complete it timely or correctly and we have agreed to perform it, with certain exceptions, we will be liable by law for your losses and damages.

However, we will not be responsible for failing to complete a transaction:

- (1) if your account does not contain enough collected funds to cover the transaction;
- (2) if the use of the funds in your account is restricted by legal process or other encumbrance;
- (3) if you are trying to make a withdrawal and the terminal you are using does not have enough cash;
- (4) if the terminal was not working properly and you knew or should have known about the breakdown when you started the transaction;
- (5) if circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions which we have taken;
- (6) if your MCU Debit Card has deteriorated or has been damaged so that it does not function properly;
- (7) if your card or PIN has been reported lost or stolen;
- (8) if we have reason to believe that you or someone else is using MCU Debit Card for fraudulent or illegal purposes;
- (9) if you try to make a withdrawal or transfer from a type of account that you do not have; or
- (10) if either you or we have terminated this agreement.

There may also be other exceptions to our liability by applicable law.

TERMINATING THIS AGREEMENT

You can terminate this agreement by notifying us in writing and no longer using your card or PIN. If more than one person is authorized to use MCU Debit Card services on your accounts, or if another person has your card and PIN, we cannot stop that person from making transactions on your account(s) without terminating your MCU Debit Card services. You agree to allow us twenty-four (24) hours to terminate MCU Debit Card services after you give us notice. You remain responsible for MCU Debit Card transactions during this time.

We can also terminate this agreement at any time for any reason and without notice. For instance, we may decide to discontinue MCU Debit Card services entirely, or we may terminate your MCU Debit Card privileges for security reasons.

RIGHT OF OFFSET

MCU has a right of offset. This means that we have the right to take from your account, or any other account on which you sign, any amount you owe MCU to cover that debt, except where prohibited by law.

CHANGE OF TERMS

We can change the terms of this agreement at any time. If the change restricts, limits, or reduces your rights under this agreement, we will give you twenty- one (21) days' notice by mail sent to the most recent address you have given us. However, if we must make an immediate change for security reasons, we will make the change first and let you know no later than thirty (30) days after we make the change.

NOTICES

All notices from us will be effective from the time we mail or deliver them to the last address we have for you in our records.

COLLECTION EXPENSES

If we ever have to file a lawsuit to collect money which is due to us because of your MCU Debit Card transactions, you will pay our costs and expenses, including reasonable attorneys' fees not to exceed 20% of the amount due or the highest amount permitted by law, whichever is less.

APPLICABLE LAW

Any legal questions about this agreement will be decided in accordance with applicable federal, New York State and local laws, rules and regulations, as now in effect and as from time to time amended. If any term of this agreement cannot be legally enforced, the agreement is to be considered changed to the extent necessary to comply with the law. We can delay enforcing any of our rights under this agreement without losing them. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another instance.

CARD OUR PROPERTY

MCU Debit Card remains our property and you agree to surrender the card to us upon demand or through retrieval by any participating machine.



MCU AUTOMATED SERVICES-TELEPHONE BANKING AGREEMENT

This agreement describes how to use the MCU Automated Services – Telephone Banking system and explain your rights and responsibilities as a Telephone Banking user (the “Agreement”). Your first use of Telephone Banking services will indicate your acceptance of this Agreement, whether or not you also previously agreed, or subsequently agree, in writing or electronically, to be bound by the terms of this Agreement. Since Telephone Banking services offer you access to certain MCU accounts, the Telephone Banking services are also governed by the MCU Rules and Regulations applicable to such accounts.

In this Agreement, the words “we,” “our” and “us” refer to MCU. The words “you” and “your” refer to you and all other owners of the accounts for whom Telephone Banking services will be made available. For additional terms and conditions applicable to your use of the Telephone Banking system, please see the Electronic Funds Transfer Disclosure Statement below.

MCU AUTOMATED SERVICES – TELEPHONE BANKING SYSTEM

Automated Services – Telephone Banking is an electronic voice response system through which you may make transfers, inquiries to and from certain of your MCU accounts. You access it through a telephone by using your account number, your secret Personal Identification Number (PIN) or voice if you have enrolled in our Voice Identification program and the last four (4) digits of your Social Security number. You may have already selected, your secret PIN. You acknowledged and understand that we do not know your PIN. Because anyone who has your account number, Social Security number and PIN can use a telephone to make Telephone Banking transactions for which you may be liable, you should guard the secrecy of your PIN. The PIN is for your personal use only. You agree not to allow another person to use it.

PERMISSIBLE AUTOMATED SERVICES - TOUCH TONE TELLER TRANSACTIONS

The Automated Services – Telephone Banking system allows you 24-hour access to certain MCU accounts. You may use your PIN or voice for the following purposes, subject to the system’s operational limitations, and to the extent allowed by law and this Agreement:

(1) TRANSFERS - You may make transfers from your Hero Savings Account or High Yield Savings Account to your Everyday Hero Account or Basic Share Draft Account, and likewise from your Everyday Hero Account or Basic Share Draft Account to your Hero Savings Account or High Yield Savings Account. You can also make advances from your Personal Line of Credit to your Hero Savings Account, High Yield Savings Account, Everyday Hero Account, or Basic Share Draft Account.

(2) LOAN PAYMENTS - You may make loan payments by transferring funds from your Hero Savings, High Yield Savings, Everyday Hero, Basic Share Draft, or Money Market accounts to any of your MCU loan accounts.

(3) BALANCE INQUIRIES - You may make balance inquiries with regard to the following accounts:

- **HERO SAVINGS ACCOUNT**



- **EVERYDAY HERO ACCOUNT**
- **HIGH YIELD SAVINGS ACCOUNT**
- **BASIC SHARE DRAFT ACCOUNT**
- **HOLIDAY OR VACATION CLUB ACCOUNT**
- **MONEY MARKET ACCOUNT**
- **REGULAR AND IRA SHARE CERTIFICATE ACCOUNTS**
- **PERSONAL LINE OF CREDIT**
- **CERTAIN LOAN ACCOUNTS**

LIMITS ON MCU AUTOMATED SERVICES TELEPHONE BANKING TRANSACTIONS

Your PIN or voice may only be used to conduct transactions and access only those accounts we have approved in advance. You also agree not to use your PIN for a transaction that would cause the balance in a designated account to go below zero or that would cause a transfer from a type of account that you do not have. We are not required to complete any of these types of transactions, but if we do, you agree to pay us the excess amount or the improperly transferred amount immediately upon request. We may also limit or refuse to complete your Telephone Banking transactions when we have to for security reasons.

You may make an unlimited number of transfers from your Everyday Hero Account Basic Share Draft Account, or Hero Savings Account.

CHARGES FOR TELEPHONE BANKING SERVICES AND TRANSACTIONS

There are currently no charges imposed by MCU for use of the Telephone Banking system. However, you agree to pay, upon proper notice, any charges that MCU may later deem necessary to impose.

DOCUMENTATION OF TRANSFERS

You will receive your normal monthly statements on your Everyday Hero Account or Basic Share Draft Account. You shall also continue to receive quarterly statements on your Hero Savings Account or High Yield Savings Account. However, you will also receive a monthly statement on your Hero Savings Account or High Yield Savings Account if you have made withdrawals or transfers to or from this account during this month.



ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT IN CASE OF ERRORS OR QUESTIONS ABOUT AUTOMATED SERVICES – TELEPHONE BANKING TRANSACTIONS

If you think your statement is wrong, or if you need further information about a transfer listed on the statement, please: call us at (844) 628-6969; write to us at Municipal Credit Union, P.O. Box 3205, Church Street Station, New York, NY 10008-3205, Attention: Contact Center; or email us at branch@nymcu.org 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 or error appeared. When you contact us:

- (A) Tell us your name and account number (if any);
- (B) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- (C) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred 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 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, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, 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 after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all Telephone Banking transactions made by you or anyone else who uses your PIN with your knowledge or consent. You are also responsible for unauthorized use of your PIN to the full extent allowed by applicable federal and state law. In addition, any person other than yourself who uses your PIN is responsible for all transactions he makes and for all transactions made by others with his permission. This does not limit your own responsibility.



You agree to tell us at once if you believe your Telephone Banking PIN has been lost or stolen or used by some unauthorized person.

REPORTING UNAUTHORIZED USE

Tell us AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus your maximum Overdraft or Personal Line of Credit).

If you tell us within two (2) business days after you learn of the loss or theft of your PIN, you can lose no more than fifty dollars (\$50) if someone used your PIN without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers that you did not make, including those made by using your PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that your PIN has been lost or stolen, or that someone has transferred or may transfer money from your account(s) without permission, call or write us at the telephone number and address given above in the explanation on errors and questions.

PROCEDURES FOR NOTIFICATION

If you believe that your PIN has been lost or stolen or someone has made unauthorized withdrawals from your account without your permission, please call **(844) 628-6969** or write to us at:

Municipal Credit Union,
P.O. Box 3205,
Church Street Station,
New York, NY 10008-3205.
Attention: Contact Center

For purposes of these disclosures, our business days are Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. EST and Saturday between the hours of 9:00 a.m. and 2:00 p.m. EST. MCU is not open for business on the banking holidays published by the New York State Department of Financial Services.

CIRCUMSTANCES IN WHICH WE MAY DISCLOSE INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or other transfers you make for the following reasons when applicable:

- (A) Where it is necessary to complete a transaction; or



- (B) To verify the existence and condition of your account for a third party such as credit bureau or merchant; or
- (C) To comply with government agency or court orders; or
- (D) If you give us your written permission.

LIMITATIONS ON OUR RESPONSIBILITY TO YOU

We make every effort to ensure that your Telephone Banking transactions are completed on time and in the correct amount and we maintain procedures to prevent any interruption or problems in service. We, therefore, do not promise that Telephone Banking will always be available for use. If you properly instruct us to perform a Telephone Banking transaction involving a designated account and 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 will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

- (1) if your account does not contain enough collected funds to cover the transaction;
- (2) if the use of funds in your account is restricted by legal process or other encumbrance;
- (3) if the Telephone Banking system was not working properly and you knew or should have known about the breakdown when you started the transaction;
- (4) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions which we have taken;
- (5) if your PIN has been reported lost or stolen or used by an unauthorized person;
- (6) if we have reason to believe that you or someone else is using the Telephone Banking system for fraudulent or illegal purposes;
- (7) if you try to make a transfer from a type of account that you do not have, or
- (8) if either you or we have terminated this Agreement.

There may also be other exceptions to our liability by applicable law.

TERMINATING THIS AGREEMENT

You can terminate this Agreement by notifying us in writing and no longer using your PIN or voice. If more than one person is authorized to use MCU's Telephone Banking services on your accounts, or if another person has your PIN, we cannot stop that person from making transactions on your account(s) without terminating your Telephone Banking services. You agree to allow us twenty-four (24) hours to terminate Telephone Banking services after you give us notice. You remain responsible for Telephone Banking transactions during this time.

We can also terminate this Agreement at any time for any reason and without notice. For instance,



we may decide to discontinue Telephone Banking service entirely, or we may terminate your MCU Telephone Banking privileges for security reasons.

CHANGE OF TERMS

We can change the terms of this Agreement at any time. If the change restricts, limits or reduces your rights under this Agreement, we will give you twenty-one (21) days' notice by mail sent to the most recent address you have given us. However, if we must make an immediate change for security reasons or other reasons as permitted by law, we will make the change first and let you know no later than thirty (30) days after we make the change.

NOTICES

All notices from us will be effective from the time we mail or deliver them to the last address we have for you in our records.

COLLECTION EXPENSES

If we ever have to file a lawsuit to collect money which is due to us because of your Telephone Banking transactions, you will pay our costs and expenses including reasonable attorney's fees not to exceed 20% of the amount due or the highest amount permitted by law, whichever is less.

APPLICABLE LAW

Any questions under this Agreement will be decided by New York law. If any term of this Agreement cannot be legally enforced, the Agreement is to be considered changed to the extent necessary to comply with the law. We can delay enforcing any of our rights under this Agreement without losing them. The fact that we do not enforce our rights in one instance does not mean that we will not do so in another instance.

Eff. 02/26