



**Suffolk**  
Credit Union

# welcome!

Thank you for becoming a member of the Suffolk family!

Here at your credit union, we're about more than just banking, we're about people helping people.

No two individuals are exactly alike and neither are their financial needs. That's why we offer a full range of banking products and services to fit your lifestyle and goals. Whether it's the purchase of a new home or car, saving for education or the opportunity to expand your business, our Suffolk Personal Bankers will get to know you so we can help **empower your possible!**

At Suffolk Credit Union, we are committed to creating **real value** for our members based on **ease of use** and **respect**. We'll work hard to help you keep more of your money while consistently providing the personal attention and service you deserve.

Please do not hesitate to contact our team with any questions by calling **631.924.8000**, visiting our website at **suffolkcu.org**, secure messaging through **online banking** or by visiting the **branch nearest you**.

Thank you again for your membership.

Sincerely,

*Michele Dean*

Michele Dean  
President & CEO

**empowering your possible.**

# New Business Membership

## Disclosure Booklet





## BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and Suffolk Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**1. CONTRACT** - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions or other changes, we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

**2. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, the Account Owner must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), paying a membership fee, or other requirement(s) as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

### 3. ACCOUNT ACCESS

**a. Authorized Persons.** The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or, for a limited partnership, the general partner or those partners as otherwise established by the partnership agreement) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

**b. Authority.** Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

**c. Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

**d. Credit Union Examination.** We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**4. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

**a. Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** 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.

**b. Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

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

**d. Final Payment.** All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

**e. Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you

authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

**f. Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

**5. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha rules. If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

**e. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**f. Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**g. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**h. Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

**i. Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

**j. Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

**k. Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

**6. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

**7. TRANSACTION LIMITATIONS** - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

**a. Withdrawal Restrictions.** We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

**b. Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

**8. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state-chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

## **9. OVERDRAFTS AND DISHONORED ITEMS**

**a. Insufficient Funds/Overdrafts.** If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available



balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your share or deposit account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

**b. Dishonored Items.** We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available balance to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

**c. Understanding Your Account Balance.** Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at [www.suffolkfcu.org](http://www.suffolkfcu.org), at an ATM, or by visiting a credit union branch.

**10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON** - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

**11. POSTDATED AND STALEDATED CHECKS OR DRAFTS** - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

**12. FOREIGN CURRENCY** - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

### **13. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or 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 check or draft, and to assist us in any legal action.

**For accounts held at credit unions located in the state of New York:** Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

**b. Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

**c. Liability.** Fees for stop payment orders are set forth on our business account fee schedule. 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 the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

**14. CREDIT UNION LIABILITY** - 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 or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. 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 Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

**15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT** - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

**16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN** - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

**17. TRANSFER OF ACCOUNT** - All accounts are nonassignable and nontransferable to third parties except by us.

**18. LEGAL PROCESS** - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's 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.



**19. ACCOUNT INFORMATION** - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

## **20. NOTICES**

**a. Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

**b. Notice of Amendments.** Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

**c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

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

**21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING** - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

## **22. STATEMENTS**

**a. Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

**b. Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

**c. Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

**d. Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

**23. INACTIVE ACCOUNTS** - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of

yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve 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 then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. TERMINATION OF ACCOUNT** - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

**25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES** - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**26. DEATH OR INCOMPETENCE** - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may honor all transfer orders, withdrawals, deposits and other transactions on the account until we know of the Account Owner's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased Account Owner's account for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. We may require anyone claiming funds from a deceased Account Owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

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

**28. WAIVER OF RIGHTS** - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at any time shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

**29. SEVERABILITY** - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

**30. ENFORCEMENT** - You are liable to us for any loss, cost or expense 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 post-judgment collection actions.

**31. GOVERNING LAW** - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of New York.

**32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS** - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

**33. NEGATIVE INFORMATION NOTICE** - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**34. MONITORING AND RECORDING COMMUNICATIONS** - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that

affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**35. CONSENT TO CONTACT** - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone call, text message, or voicemail transmission at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, 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. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.



# MEMBER AND VISITOR CONDUCT POLICY

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## I. PURPOSE

Suffolk Credit Union recognizes that the Credit Union's outstanding reputation is due in large part to the loyalty, commitment and continued effort of the Credit Union's employees and volunteers. In turn, the Credit Union is committed to maintaining and promoting a workplace free from any type of abuse.

## II. POLICY

This policy is enacted to protect the employees and volunteers of the Credit Union and the Credit Union premises from physical, mental and verbal abuse on the part of any of its members or visitors while providing service to them.

## III. IMPLEMENTATION

- A. For purposes of this Member and Visitor Conduct Policy, the term "abusive conduct" shall include, but not be limited to the following conduct:

Any type of harassment, including age, sexual, ethnic or racial harassment; making racial or ethnic slurs; engaging in sexual conduct; making sexual overtures; 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/her appearance; displaying sexually suggestive objects or pictures; engaging in offensive or abusive physical contact; making false, vicious or malicious statements; using profane, abusive, intimidating or threatening language; attempting to coerce or interfere with Credit Union employees in the performance of their duties at any time; conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind; any posting, defacing or removing notices or signs on Credit Union premises; defacing Credit Union premises; appropriation or misappropriation of Credit Union funds, property or other material proprietary to the Credit Union; immoral conduct or indecency on Credit Union premises; deliberate violations of security procedures or safety rules; possession, use or being under the influence of drugs or alcoholic substances on Credit Union premises; unauthorized possession of weapons of any kind on Credit Union premises; or any physical altercation on Credit Union premises.

- B. In the event any one is deemed to have engaged in abusive conduct, the President/CEO or their designee shall have the authority to implement any or all of the following sanctions:

- 1) Issue a warning to the offending person that his or her conduct was abusive and that future like conduct may result in denial of services or other sanctions.
- 2) Denial of all services other than the right to maintain a share account and the right to vote at annual and special meetings.
- 3) Denial of services which involve personal contact with Credit Union employees.
- 4) Denial of access to Credit Union premises.
- 5) Taking any other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, the National Credit Union Administration Rules and Regulations, and the Credit Union's Bylaws.

Services are defined to include all credit union services other than a regular share account.

Copies of any warnings as indicated above will be forwarded to the AVP/Risk Management to be permanently maintained.

- C. Reinstatement of services will be considered upon written request by the member, provided the member agrees to refrain from such behavior in the future.
- D. Notice of this policy will be given to all members.



## FUNDS AVAILABILITY POLICY DISCLOSURE

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

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

**1. YOUR ABILITY TO WITHDRAW FUNDS** – Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash, and we will not use the funds to pay checks that you have written.

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.

**2. DETERMINING THE AVAILABILITY OF A DEPOSIT** – The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays.

The length of the delay varies depending on the type of deposit and is explained below.

**3. SAME-DAY AVAILABILITY** – Funds from electronic direct deposits to your account will be available on the same business day that we receive the deposit.

**4. NEXT-DAY AVAILABILITY** – Funds from the following deposits are available by the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on Suffolk Federal Credit Union

**5. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON** – If you make the deposit in person to one of our employees, funds from the following deposits are available by the first business day after the day we receive your deposit:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

**6. AVAILABILITY OF OTHER CHECK DEPOSITS** – The first \$275.00 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$275.00 of the deposit will be available by Tuesday. The remaining \$425.00 will be available by Wednesday.

**7. LONGER DELAYS MAY APPLY** – Funds you deposit by check 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.

**8. 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 to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the 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 eleventh business day after the day of your deposit.

**9. HOLDS ON OTHER FUNDS FOR CHECK CASHING** – If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**10. HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT** – If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**11. DEPOSITS AT NONPROPRIETARY AUTOMATED TELLER MACHINES (ATMs)** – Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

**12. 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.



# E-STATEMENTS USER DISCLOSURE AGREEMENT

**Accepting the terms of this Agreement, authorizes Suffolk Federal Credit Union ("Credit Union" or "us" or "we") to provide financial statements to you electronically (also referred to as the "Service") under the following terms and conditions:**

1. You will give us an email address to send electronic statements and related notifications to you including your loan accounts. You will tell us if your email address changes. If you give us an email address to your workplace, you understand that you lose all expectations that the information we email to you will be kept private. You agree to maintain your computer anti-virus software to avoid unauthorized parties from viewing or intercepting your emails, and release the Credit Union from liability from such unauthorized viewing or interception.
2. Once we have your consent, you agree to receive information on how to access your periodic account statement electronically.
3. To access your periodic statement and other documents we have sent to you, you agree to enter your logon name and Personal Identification Number (PIN). You agree that it is your sole responsibility to protect your logon name and PIN from unauthorized persons. You may change your PIN after logging into your Credit Union account, or by contacting us at the phone number below.
4. You agree that you will continue receiving electronic periodic statements and other related notifications until you tell us otherwise. We will send you an email to tell you when your latest periodic statement is available for viewing. You agree that you will no longer receive paper statements unless you revoke this Agreement or request a copy of your statement in paper by contacting us at the number or email address below. Applicable fees will apply. Please refer to the Rate and Fee Schedule. The fee associated with any paper statement we generate is found in our Statement of Fees. If you have a printer connected to your computer, you may print your statement at no charge. There are no other fees or special account restrictions for using eStatements.
5. We often include with your paper account statement other periodic notices that relate to account notices or regulatory information, otherwise known as statement inserts. An example is changes to our Truth in Savings disclosure, and annual and special meeting notices. When you agree to accept electronic statements, you also agree to receive other notices by electronic delivery.
6. You may withdraw your consent to receive eStatements, at no charge to you, by contacting us in writing or calling the Credit Union as described below. It may take up to thirty (30) days from receipt of your written notice of cancellation for you to receive your next monthly printed mailed statement, with all subsequent printed and mailed statements arriving monthly thereafter. You agree that we can terminate your eStatements and revert to printed mailed statements for any reason at any time.
7. You must promptly review your e-Statements and any accompanying items. Notify us immediately of any suspected error, alteration or other irregularity (i) with your e-Statements; or (ii) with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you also may need to notify us in writing to preserve your rights. For more detailed information about your rights and responsibilities in this context, refer to the Membership Agreement Disclosures.

## **System Requirements**

To receive electronic statements, you must have an Intel-based computer with a Pentium or equivalent processor running any version of Microsoft Windows 95, 98SE, ME, NT 4.0 with Service Pack 5, Windows 2000 or XP. You must have at least 64MB of memory or a MAC PC with PowerPC processor running Mac OS 8.6, 9.0.4, 9.1, or OS X with 64MB of RAM. Both options require access to the Internet with an email address and the capability of receiving downloads of up to 5MB. To read your statement, you will need to download a free copy of Adobe Acrobat Reader 5.0 or higher.

## **Contacting the Credit Union**

You may contact us at 631-924-8000, press "1" for a representative, or by email at [eStatements@suffolkcu.org](mailto:eStatements@suffolkcu.org), or you may also write us at: Suffolk Credit Union, 3681 Horseblock Road, Medford, NY, 11763.

## **Warranty Disclaimer**

THE CREDIT UNION PROVIDES THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WE DO NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

## **Alterations and Amendments**

The terms of this Agreement, applicable fees, and service charges may be altered or amended by the Credit Union from time to time. In such event, the Credit Union shall send notice to you at your address as it appears on the Credit Union's records. Any continuation of the Service after the Credit Union sends you a notice of change will constitute your agreement to such change(s). Further, the Credit Union may, from time to time, revise or update the Credit Union program, services, and/or related material(s) rendering prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Credit Union programs, services, and/or related material(s) and to limit access to the Credit Union's more recent versions and updates.

## **Governing Law**

The laws of the State of New York and applicable Federal laws and regulations shall govern this Agreement.



# FACTS

## WHAT DOES SUFFOLK 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

### How?

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

Reasons we can share your personal information	Does Suffolk share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

### To limit our sharing

- Call 631-924-8000
- Visit us online: [www.suffolkcu.org/privacy-notice-opt-out-form/](http://www.suffolkcu.org/privacy-notice-opt-out-form/)

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

### Questions?

Call 631-924-8000 or go to [www.suffolkcu.org](http://www.suffolkcu.org)

## Who we are

Who is providing this notice?

Suffolk Credit Union

## What we do

How does **Suffolk 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 **Suffolk Credit Union** collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit or withdraw from your account
- apply for a loan or give us income information
- use your debit or credit 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.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account, unless you tell us otherwise.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include non-financial companies, such as insurance companies.*

**Nonaffiliates**

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

- *Non-affiliates we share with can include auto sales, mortgage, insurance, direct marketing, credit card companies and not-for-profit organizations.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Joint marketing partners can include auto sales, mortgage, direct marketing, insurance, credit card companies and not-for-profit orgs.*



Suffolk Credit Union (SCU) is always committed to ensuring the safety of our members' information and SCU's Internet banking environment is no exception. With more and more members using Internet banking, unscrupulous individuals are working harder than ever to find new ways to scam unsuspecting individuals. One of the best defenses against fraud is to remain educated on cyber-safety. SCU is dedicated to helping our members stay cyber-safe.

## Tips on keeping yourself safe in the Internet environment

**1. Keep Information Private.** Be extremely careful if you have to use a library or other public computer to access your account. Online fraudsters could have installed a keystroke logger to obtain your username, PIN, answers to security questions and password.

Fraudsters are known for masking emails and text messages to look like they come from a trusted sender. Do not send your account number or personal information via email or text messaging to anyone. Do not use a hyperlink that is located in an email to access SCU's banking website, and always ensure the web address starts with https. SCU uses Website identification which is located to the right of SCU's web address.

If you receive a phone call from a person claiming to be an SCU representative, it is a good idea to ask for the representative's name and extension, and inform the representative that you will call them right back. SCU's Call Center will be able to direct your call to the extension given. DO NOT call the representative back on any number other than on a number that SCU has given you to call (631-924-8000) or is located in your local telephone book. A best practice is to always initiate contact yourself.

**2. Account Review.** SCU encourages members to log into their accounts regularly to review account activity, even if you have not done any recent transactions. Early detection is a key component to stopping fraud quickly. If there are any concerns, contact SCU immediately at 631-924-8000.

**3. Strong Password.** SCU encourages members to have a password that is at least 8 characters long with a mixture of upper and lower case letters, numbers, and special characters. Change your password regularly, do not give anyone your password or allow anyone else to use your password.

**4. Website Redirection.** If you click on a hyperlink that redirects you to a website that does not look like it is operated by SCU, use caution as SCU may not operate that site. SCU has pop-up warnings on hyperlinks that we have placed on our website to inform you that you are being redirected to a site we do not operate. Use caution and contact SCU if you suspect there is a problem.

**5. Always Logoff.** Always logoff your SCU online banking session and DO NOT just close the browser.

**6. Assess your own risks.** SCU encourages every member to do their own risk assessment on their online banking security controls, such as but not limited to: storage of online banking information (account number, password, PIN, answers to security questions), and the type of antivirus protection you use on your computer.

## SCU initiating contact with you

**1.** SCU's employees will NEVER call, email or send you a text message asking for any of your electronic banking credentials. SCU may inquire about your electronic banking credentials if you initiate contact and express online banking problems.

**2.** Card fraud detection may contact you on behalf of SCU to verify unusual credit or debit card transactions. Card fraud detection will NEVER ask you for any of your electronic banking credentials. Card fraud detection will:

- Introduce themselves to you as card fraud detection and that they are calling on behalf of Suffolk Credit Union.
- Card fraud detection will give you the last four digits of the card number they are contacting you about. DO NOT give anyone claiming to be card fraud detection your full card number, expiration date, three digit security number (located on the back of your card), or your full Social Security number.
- Card fraud detection will ask you to verify the transaction(s) in question.
- Card fraud detection may ask you for information about your address or last four numbers of your Social Security number.
- Card fraud detection will only ever call you about credit or debit card transactions.

## Protections under Regulation E

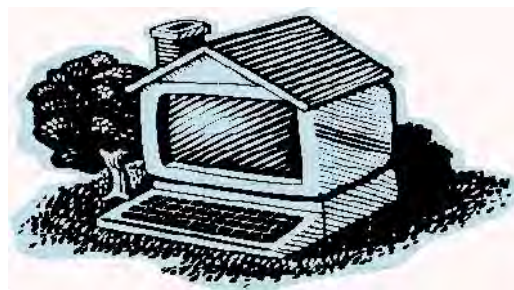
Regulation E, better known as the Electronic Fund Transfer Act (EFTA), outlines the rights, liabilities and responsibilities of consumers that use electronic services covered under EFTA and financial institutions that offer services covered under EFTA.

### Examples of EFTA-covered electronic services offered by SCU:

- ATM (Automated Teller Machine)
- ACH (Automated Clearing House)
- Debit Card Transactions (Point of Sale)

### Examples of services not covered by EFTA:

- Share Drafts (Checks)
- Wire Transfers
- Internal transfers between members' accounts initiated through a member's online banking account
- Internal transfer requests made via telephone conversation or in person with an SCU employee
- Internal transfers to a loan done through online banking, telephone conversation or in person. Also includes internal recurring transfers that members have requested.



The above are just examples and are not an exhaustive list of EFTA covered and uncovered services. For more information on your rights, responsibilities and liabilities under EFTA, please review SCU's Member Agreement disclosure that was provided at account opening. You can also obtain a copy of the Member Agreement on SCU's website ([www.suffolkcui.org](http://www.suffolkcui.org)) by clicking on the Disclosures link.

## SCU Contact Information

If you suspect or notice any suspicious account activity or experience any information security-related events with SCU's online banking, you should immediately contact us as per the following information:

**Suffolk Credit Union Branch Hours (Excluding Port Jefferson)**  
 Monday - Thursday: 9:00 a.m. to 5:00 p.m.  
 Friday: 9:00 a.m. to 6:00 p.m.  
 Saturday: 9:00 a.m. to 2:00 p.m.  
 Excluding Holidays  
 631-924-8000

**Port Jefferson Branch Hours**  
 Monday - Thursday: 9:00 a.m. to 5:00 p.m.  
 Friday: 9:00 a.m. to 6:00 p.m.  
 Saturday: Closed

You can also go to one of SCU's branch locations to report suspicious account activity or discuss any security-related events with SCU's online banking:

**COMMACK**  
 6150 Jericho Turnpike  
 Commack, NY 11725

**ISLANDIA**  
 1282 Motor Parkway  
 Islandia, NY 11749

**RIVERHEAD**  
 Route 24 at 2 Enterprise Zone Drive  
 Riverhead, NY 11901

**MEDFORD**  
 3681 Horseblock Road  
 P.O. Box 9005  
 Medford, NY 11763

**MILLER PLACE**  
 Aliano Shopping Center  
 691 Route 25A  
 Miller Place, NY 11764

**EASTPORT**  
 King Kullen Shopping Center  
 5 Eastport Manor Rd., # 25  
 Eastport, NY 11941

**PORT JEFFERSON**  
 St Charles Hospital  
 200 Belle Terre Road  
 Port Jefferson, NY 11777

**SAYVILLE**  
 Stop and Shop Shopping Center  
 213 North Main Street  
 Sayville, NY 11782

**WEST BABYLON**  
 ShopRite Shopping Center  
 50-108 Route 109  
 West Babylon, NY 11704

**SOUTHAMPTON**  
 850 County Road 39  
 Southampton, NY 11968

## ADDITIONAL RESOURCES:

<http://www.ftc.gov>

<http://www.staysafeonline.com>

<http://www.idtheft.gov>

<http://www.onguardonline.gov>

<http://www.usa.gov>



## **IMPORTANT INFORMATION ABOUT YOUR SUFFOLK CREDIT UNION CHECKING ACCOUNT: SUBSTITUTE CHECKS AND YOUR RIGHTS**

As a member of Suffolk Credit Union, we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So that you will recognize a substitute check when you begin to receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

### **What is a substitute check?**

To make check processing faster, federal law permits banks 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 have rights under other law 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 interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest 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:

Suffolk Credit Union, 3681 Horseblock Road, PO Box 9005, Medford, NY 11763 Phone: 631-924-8000

You must contact us within 60 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 will 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/or) the following information to help us identify the substitute check: the check number; the name of the person to whom you wrote the check; the amount of the check; the date of the check; the date the item was paid by Suffolk CU.



**These numbers correspond with the numbers on the Substitute Check Image above:**

1. An image of the original check appears in the upper-right hand corner of the substitute check.
2. A substitute check is the same size as a standard business check.
3. The information in asterisks relates to the "reconverting bank" - the financial institution that created the substitute check.
4. The information in brackets (appears sideways facing check image) relates to the "truncating bank" the financial institution that took the original check out of the check processing system.
5. The Legal Legend states: "This is a legal copy of your check. You can use it the same way you would use the original check."
6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.





## **JOINT ACCOUNT DISCLOSURE NOTICE**

Section 675 of the NYS Banking Law and NYS Banking Board General Regulations Part 15 requires that the following information be disclosed to each owner of a joint account established on or after October 1, 1984.

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



**Suffolk Credit Union Information on Overdrafts and Overdraft Fees**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We offer overdraft protection plans, such as a link to a Share Savings account or a Line of Credit. These plans are less expensive than our "Courtesy Pay" program. To learn more, contact our Member Services Department.
2. We offer a Courtesy Pay program that may be added to your account.

**> What is Courtesy Pay?**

Courtesy Pay is a non-contractual service that allows us to pay an item presented against your checking account, even if it causes the account to become overdrawn. This service is added to qualified checking accounts after the account has been open for 120 days. We will pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

Under our Courtesy Pay Program:

- We will charge you a fee of \$32 each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

**> What services are included in the Courtesy Pay Standard option?**

Our Standard Courtesy Pay service authorizes us to pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number, including checks cashed at a teller window.
- Automatic bill payments.
- Recurring debit card transactions.
- Automated Clearinghouse (ACH) withdrawals - like a utility bill that is automatically paid from your checking account.

We **will not** authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM withdrawals and transfers.
- One-time debit card transactions.

**> What services are included in the Courtesy Pay Opt-In option?**

Our Opt-In Courtesy Pay service authorizes us to pay overdrafts on transactions covered by the Standard option, as well as:

- ATM withdrawals and transfers.
- One-time debit card transactions.

**> What if I want Suffolk Credit Union to authorize and pay overdrafts on my ATM and one-time debit card transactions?**

If you want us to authorize and pay overdrafts on ATM and one-time debit card transactions (in addition to the other types of transactions listed above) you must complete the **OPT-IN FORM** below and return it to us at one of our branch locations, or mail it to: Suffolk CU, 3681 Horseblock Road, Medford, NY 11763. For additional information, call us at 631-924-8000 or 866-774-2384, visit us at [www.suffolkcu.org](http://www.suffolkcu.org), or email us through our secured online banking site.

**Opt-In Form**

By signing this Opt-In form, I authorize Suffolk Credit Union to pay ATM and one-time debit card transactions (in addition to the other types of transactions listed above), that will bring my account to a negative balance. I agree to abide by the terms of the Courtesy Pay disclosure that was provided to me. I have the right to revoke this consent at any time by notifying SCU in writing.

☐ **I authorize Suffolk Credit Union to pay overdrafts on my ATM and one-time debit card transactions on the following account numbers:**

**Primary (Print):**

**Account Number(s):**

**Signature:** \_\_\_\_\_

**Joint (Print):**

**Signature:** \_\_\_\_\_

(Only if Primary is under 18 yrs of age)



## Digital Privacy Practice

The Credit Union is committed to safeguarding information about members and visitors to the Credit Union's website. The Credit Union's Privacy Notice explains our collection, use, retention and security of consumer information and applies to the Credit Union's products and services offered for consumer (not business) purposes. Online activities of consumers may be subject to both the Credit Union's Privacy Policy and the Credit Union's Digital Privacy Practices.

These Digital Privacy Practices explain our privacy practices regarding the information we collect about you when you visit or make transactions on our website.

### **How we may use information:**

We may collect information during your website visit in order to provide you with offers and information. We may also use the information we collect from you online to contact you via telephone, e-mail or other means regarding offers of products and services that may be of interest to you.

### **How we collect information online:**

**Cookies:** Our web server may write a "cookie", which is a small file, to your hard drive. We may use cookies to enhance your online experience, to facilitate your use of our website and to collect site-visitation statistics. If you are uncomfortable with the use of cookie technology, you can set your browser to refuse cookies.

**Tracer Technologies:** Tracer, or spotlighting technologies may also be used by the Credit Union or its service providers. We may use tracers to determine whether you viewed certain advertisements or received or opened e-mails from the Credit Union.

### **Information Storage:**

The Credit Union may store the information collected during your visit in an electronic database. The Credit Union uses security measures to protect against loss, misuse and alteration of data stored in our systems.

### **Third Party Websites:**

This website may contain links to third-party sites that you may find useful. These sites have their own privacy policies. Links to other websites are provided solely as a convenience to you. If you use these links, you will leave the Credit Union's website. We do not have any responsibility for, or control over, any of these sites, their content, or their privacy policies. You should review the privacy policy of any website before you provide any personal or confidential information. We do not endorse or make any representations about other websites, or any information, products, or materials found there, or any results that may be obtained from using them. If you decide to access any third-party link, you do so entirely at your own risk.

### **Privacy and Children:**

The Credit Union respects the privacy of children. We do not knowingly solicit data from children, and we do not knowingly market to children. We will not knowingly collect names or any other personally identifiable information from children. We recognize that protecting children's identities and privacy online is important and that the responsibility to do so rests with both the online industry and parents.



**Suffolk.**  
**Credit Union**

MasterCard Automated Billing Updater  
**Opt-Out Notice**

MasterCard requires all financial institutions, who offer credit and debit cards, to participate in the MasterCard Automated Billing Updater ("ABU"). ABU will provide updates to participating merchants who maintain your card information on file, to process your preauthorized payments. Examples of these participating merchants may include subscription services or utility companies.

This service will allow participating merchants to receive your updated card information, when you receive a new card for any reason-for example expired, lost or stolen cards. The Credit Union is providing you the ability to opt-out of ABU should you choose not to participate. To opt-out, please fill in the blanks below. You may drop off to any Suffolk Branch or mail to address below:

Suffolk Credit Union  
3681 Horseblock Road  
Medford NY 11763  
**Attn: Support Services**

Should you choose to opt-out of this service, you will be responsible for providing your new card information to participating merchants. You may incur additional fees from your merchant if you do not provide your updated information in a timely manner.

If you have any questions regarding this service, please contact us at (631) 924-8000.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Suffolk Debit Card Last 4 digits \_\_\_\_\_

Suffolk Credit Card Last 4 digits \_\_\_\_\_

# Truth-In-Savings Disclosure

The rates, fees, and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure.  
The Credit Union may offer other rates for these accounts from time to time.

As of 6/1/2025



Account Type		Dividends				Balance Requirements				Account Limitations
		Dividend Rate/Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	See Account Disclosures #5
Consumer Share Savings/ Business Share Savings	\$100.00 and greater	0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	\$5.00	\$5.00	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
Secondary Savings	\$100.00 and greater	0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	–	–	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
SEP Account		0.10%/0.10%	Daily	Monthly	Monthly (Calendar)	–	–	–	Daily Balance	Account transfer and withdrawal limitations apply.
Money Market Account	\$0.01 to \$24,999.99 \$25,000.00 to \$49,999.99 \$50,000.00 to \$99,999.99 \$100,000.00 to \$249,999.99 \$250,000.00 to \$499,999.99 \$500,000.00 to \$999,999.99 \$1,000,000.00 or greater	0.25%/0.25% 0.50%/0.50% 0.50%/0.50% 0.70%/0.70% 0.75%/0.75% 0.75%/0.75% 2.47%/2.50%	Daily	Monthly	Monthly (Calendar)	\$2,500.00	\$2,500.00	–	Daily Balance	Account transfer and withdrawal limitations apply.
e-Savings Account (online only)	\$0.01 to \$250,000.00 \$250,000.01 and greater	3.11%/3.15% 0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	–	–	–	Daily Balance	Account transfer and withdrawal limitations apply.
Save Your Way	\$100.00 and greater	0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	–	–	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
First-Time Homebuyers Club	\$100.00 and greater	0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	\$100.00	–	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
Youth Savings Account	\$0.01 to 2,500.00 2,500.01 and greater	5.84%/6.00% 0.10%/0.10%	Daily	Monthly	Monthly (Calendar)	–	–	–	Daily Balance	Account transfer and withdrawal limitations apply.
IRA Share Accounts		0.10%/0.10%	Daily	Monthly	Monthly (Calendar)	–	–	–	Daily Balance	Account transfer and withdrawal limitations apply.
Momentum Checking	\$0.01 to \$4,999.99 \$5,000.00 to \$20,000.00 \$20,000.01 and greater	– 1.50%/1.50% 0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	–	–	\$5,000.00 and complete at least 20 debit card purchases per month	Daily Balance	–
Business Checking	–	–	–	–	–	–	–	–	–	–
Deluxe Business Checking	\$0.01 to \$4,999.99 \$50,000.00 to \$20,000.00 \$20,000.01 and greater	0.10%/0.10% 0.10%/0.10% 0.10%/0.10%	Daily	Monthly	Monthly (Calendar)	–	\$5,000.00	–	Daily Balance	–

# Account Disclosures

As of 6/1/2025



Except as specifically described, the following disclosures apply to all of the accounts.

All accounts described in this Truth-in-Savings Disclosure are share accounts.

1. **Rate Information.** The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period. All accounts are Tiered Rate accounts, except Secondary Savings, SEP, IRA Consumer Share, and Business Checking accounts. The balance ranges and corresponding Dividend Rates and Annual Percentage Yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.
2. **Dividend Compounding and Crediting.** The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
3. **Accrual of Dividends.** For all earning accounts, dividends will begin to accrue on noncash deposits (e.g., checks) on the business day you make the deposit to your account.
4. **Balance Information.** To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value amount is \$5.00. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Consumer Share Savings, Secondary Savings, Money Market, Momentum Checking and Deluxe Business Checking accounts, there is a minimum Daily Balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, there may be a service fee as stated in the Schedule of Fees and Charges. For Consumer Share Savings, Money Market, and Save Your Way accounts, there is a minimum Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the Annual Percentage Yield stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the principal in the account each day.
5. **Account Limitations.** For Consumer Share Savings, Secondary Savings, Save Your Way, SEP, Money Market, First-Time Homebuyers Club, Youth Savings and IRA Share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For First-Time Homebuyers Club, if you withdrawal from your account, you will be charged a fee as disclosed in the Schedule of Fees and Charges and will be disqualified from the program. For IRA Share accounts, when account balance reaches \$500.00, it can be transferred to a Save Your Way account without a penalty. Rollovers and direct transfers are permitted. For Money Markets, you may make no more than three (3) withdrawals from your account each month. If you exceed this limitation, you will be charged a fee as disclosed in the Schedule of Fees and Charges. A Money Market withdrawal is subject to a fee as disclosed in the Schedule of Fees and Charges. For Youth Savings accounts, the entire balance may be transferred to a Consumer Share Savings account on the date in which you reach your 18th birthday and the account will be closed. Fees may reduce earnings. For all other accounts, no account limitations apply.
6. **Fees for Overdrawing Accounts.** Fees for overdrawing your account may be imposed on each check, draft, item, ATM transaction and one-time debit card transaction (if member has consented to overdraft protection plan for ATM and one-time debit card transactions), preauthorized automatic debit, telephone-initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Membership and Account Agreement and Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit. Please refer to the Schedule of Fees and Charges for current fee information. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.
7. **Rates.** The rates appearing with this Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.
8. **Fees.** See Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

# Fee Schedule

As of 6/1/2025



## Credit Union Membership

Membership Share	\$5.00	Par value must be maintained at all times
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## Share Account Fees

First-Time Homebuyers Account Withdrawals	\$10.00	Per withdrawal
Money Market Balance Below Minimum	\$15.00	Per month, if minimum daily balance requirement is not maintained
Money Market Excess Withdrawal	\$15.00	Per withdrawal if more than three (3) withdrawals per month
Money Market Withdrawals/ Checks Account	\$15.00	Per withdrawal if less than \$500.00
Money Market Non-Sufficient Funds	\$32.00	Per item
Consumer Share Savings	\$1.00	Per month, if minimum daily balance requirement is not maintained
Save Your Way Excess Withdrawal	\$10.00	Per withdrawal if more than one (1) withdrawal per month

## Checking Account Fees

Courtesy Pay	\$32.00	Per item
Non-Sufficient Funds	\$32.00	Per item
Overdraft Protection from Share Savings	\$5.00	Per item
Starter Checks	\$5.00	For four (4)
Stop Payment	\$32.00	Per request by MTS/Internet
	\$32.00	Per request for Check/ACH
Uncollected Funds	\$32.00	Per item
Substitute Check Fee	\$5.00	Per check

## Liquid Share Certificate

Minimum Balance Fee (Below \$10,000.00)	\$25.00	Per month, if minimum daily balance requirement is not maintained
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## Loan Related Fees

Consumer Loans	\$25.00	If your payment is more than 10 days past due, a late fee will be assessed, per occurrence
Home Equity Loans and HELOCs	\$25.00	If your payment is more than 15 days past due, a late fee will be assessed, per occurrence
Home Equity Subordination	\$150.00	Per occurrence
Loan Payment via Contact Center or Website	\$7.99	Per occurrence
Loan Payments via Collections	\$15.00	Per occurrence
Manual Loan Payment	\$10.00	Per manual payment
Skip-a-Pay Program	\$25.00	Per approved skipped payment
Preparation of a Payoff Letter for a Home Equity Loan	\$100.00	Per request
Preparation of a Duplicate Satisfaction for a Home Equity Loan	\$50.00	Per request

# Fee Schedule (continued)

As of 6/1/2025



## Miscellaneous Fees

Collection Items (from another financial institution)	\$25.00	On all over \$50.00 (taken from check amount; items under \$50.00 not processed)
Protest Letter	\$25.00	Per occurrence
Return Mail/Undeliverable Mail	\$5.00	Per month
Additional Replacement Mastercard Debit Card	\$10.00	Per card
Rush Order Debit	\$30.00	Per card
Returned Deposited Item	\$20.00	Per item
Fax Copy	\$10.00	Per item
Gift Card	\$4.00	Per card
Levies/Restraining Orders/ Garnishments	\$75.00	Per occurrence
Notary (non-members)	\$2.00	Per item
Statement Copy	\$5.00	Per copy
Telephone Transfer	\$5.00	Per transfer, minimum of \$50.00 transferred (other than MTS)
Teller Check Payable to Third Party	\$4.00	Per check
Teller Check Photocopy	\$5.00	Per check
Teller Check Stop Payment	\$32.00	Per check
Wire Transfer (outgoing) Domestic	\$30.00	Per transfer
Wire Transfer (outgoing) Foreign	\$45.00	Per transfer

## Abandoned Property

Dormant Account Fee	\$5.00	Per account monthly, beginning after 12 consecutive months with no member-initiated activity
Abandoned Property Handling Fee	\$25.00	Per account
Abandoned Property Publication Fee*	Varies	Per account
Cost for postage & certified mail*	Varies	Per account

\*As required by law, which will be passed to each applicable account

## Electronic Fund Transfers Related Fees

ATM Foreign Cardholder Surcharge	–	Up to \$3.00 per transaction
ATM Overdraft Withdrawals from Checking Which Invoke Overdraft Protection from Share Savings	\$5.00	Per transfer withdrawal
Out-of-Network ATM Withdrawals, Transfers, Inquiries or Rejects	\$2.50	Per Transaction. First three (3) transactions per month free
ACH Item Non-Sufficient Funds Fee	\$32.00	Per item
Bill Pay Non-Sufficient Funds Fee	\$32.00	Per item
Bill Pay Stop Payment	\$32.00	Per item
Bill Pay Check Copy	\$5.00	Per item
A2A Transfer Fees: Failed Transaction (Display Only)	\$32.00	Per item
P2P Transfer Fees: Failed Transaction	\$32.00	Per item

The rates and fees appearing in this Schedule are accurate and effective for accounts as of **June 1, 2025**. Fee descriptions on a statement transaction history, transaction printout or viewed in online banking may display in an abbreviated format or may be truncated. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union. Visit our website at [suffolkcu.org](https://suffolkcu.org) or call us at **631.924.8000**.