



# welcome!

A teal-colored arc that curves upwards, resembling a smile, positioned below the word "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 Consumer Membership Disclosure Booklet





## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Suffolk Federal Credit Union (Credit Union). In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Account Change Card, Member Services Request, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean Suffolk Federal Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

Your account type(s) and ownership features are designated by you on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Notice Disclosure, any Account Deposit Receipt accompanying this Agreement, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments, including additions, deletions, or other changes, made to these documents from time to time which collectively govern your membership, accounts and services.

**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. MEMBERSHIP ELIGIBILITY** - To join the Credit Union, you 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.

**2. INDIVIDUAL ACCOUNTS** - An individual account is an account owned by one member who has qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, any security interest or pledge granted by the account owner, and our statutory lien rights.

**3. JOINT ACCOUNTS** - A joint account is an account owned by two or more persons.

**a. Rights of Survivorship.** Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. Control of Joint Accounts.** Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer or pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

**c. Joint Account Owner Liability.** If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for any returned item, overdraft, or unpaid amount and for any related fees and charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds in the account.

**4. POD/TRUST ACCOUNT DESIGNATIONS** - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, payable to all and surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or hold in the name of a trust.

**5. ACCOUNTS FOR MINORS** - We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless change is authorized in writing by all account owners.

**6. UNIFORM TRANSFERS TO MINORS ACCOUNT** - A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required

by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal. The account will terminate and be distributed in accordance with applicable law.

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

**8. DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

**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, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two 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. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. 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 from 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.

**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 checks, drafts, automated clearinghouse (ACH) transfers or other items 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 returned item fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund 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 or preauthorized transfers 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 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. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**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.

## 9. ACCOUNT ACCESS

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

**b. Access Options.** You may access your account(s) 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. We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.

**c. 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.

**10. FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, such as 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. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account 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 balance 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, we will pay you dividends or interest, whichever applies to your account, for the period of delay as required by applicable law. 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 or 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 account owner 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.

**l. Remittance Transfers.** A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. If we act as a remittance transfer provider and conduct a remittance transfer(s) on your behalf, the transaction(s) will be governed by 12 C.F.R. part 1005, subpart B - Requirements for remittance transfers. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

**11. ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

## **12. TRANSACTION LIMITATIONS**

**a. Withdrawal Restrictions.** We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy. Members may opt-out of Courtesy Pay Overdraft Protection at any time, by informing us in writing.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) a dispute between account owners (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; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 days to 60 days before any intended withdrawals.

**b. Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

**13. CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account (certificate account), whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt for each account, and any other documents we provide for the account, the terms of which are incorporated herein by reference.

## **14. OVERDRAFTS**

**a. Payment of Overdrafts.** If, on any day, the available balance in your share or deposit account is not sufficient to pay the full amount of a check, draft, item, transaction, or other item, plus any applicable fee, that is posted to your account, we may pay or return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have a sufficient available balance to pay an item. You understand and agree that a merchant or other entity may make multiple attempts to submit a returned item for payment. Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) and ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from another account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft line-of-credit account, or other account you so designate. Services and fees for these transactions are shown in the document the Credit Union uses to capture your affirmative consent and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us or, if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

**b. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

**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.suffolkcu.org](http://www.suffolkcu.org), at an ATM, or by visiting a credit union branch.

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

#### **16. STOP PAYMENT ORDERS**

**a. Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's 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 for us 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 assign 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.

Stop payment orders for preauthorized debit transactions from your account are governed by Regulation E. Please refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on preauthorized debit transactions.

**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 for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

**c. Liability.** Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. 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. 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. 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 any joint 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.

**17. 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. 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 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 financial institution 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.

**18. CHECKS 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.

**19. REMOTELY CREATED CHECKS** - For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third-party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created

check. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.

**20. 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 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 the obligation owed to us. Federal or state law, depending upon 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 accounts 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 do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. 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.

**21. 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 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.

**22. 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 complies with the law or a government agency or court order; or (4) you give us written permission.

### 23. NOTICES

**a. Name or Address Changes.** You are responsible for 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. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

**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. We reserve the right to waive any terms in this Agreement. Any such waiver shall not affect our right to future enforcement.

**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. Notice to any account owner is considered notice to all account owners.

**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.

**24. TAXPAYER IDENTIFICATION NUMBERS 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.

### 25. STATEMENTS

**a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement that shows the transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. 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 be 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 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 within thirty three (33) days of the date we sent or otherwise provided the statement to you, we will not be responsible for your loss. 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.

Unauthorized electronic fund transfers governed by Regulation E are subject to different reporting periods. Please refer to the Electronic Fund Transfers Agreement and Disclosure for reporting requirements pertaining to electronic fund transfers.

**c. Notice to 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 charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

**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 to receive your statement electronically, we will send the statement or notice of statement availability to the last e-mail address shown in our records.

**26. 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 Schedule of Fees and Charges. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable 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.

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

**28. TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if, for example: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; (7) we reasonably deem it necessary to prevent a loss to us; or (8) as otherwise permitted by law. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

**29. 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.

**30. DEATH OR INCOMPETENCE** - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased 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.

**31. 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.

**32. 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 the Agreement.

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

**34. 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. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

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

**36. 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 prohibited by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

**37. BINDING ARBITRATION AND CLASS ACTION WAIVER – RESOLUTION OF DISPUTES BY ARBITRATION:** THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

#### **Agreement to Arbitrate Disputes.**

Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Accounts and the services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

#### **No Class Action or Joinder of Parties.**

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders

or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

#### **Disputes Covered by Arbitration.**

YOU ACKNOWLEDGE THAT IN ARBITRATION THERE WILL BE NO RIGHT TO A JURY TRIAL. Any claim or dispute relating to or arising out of Your Accounts or our relationship will be subject to arbitration, regardless of whether that dispute arose before or after your receipt of this notice. Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to Your Accounts. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to the Credit Union, but also its parent, affiliates, successors, assignees, employees, and agents, and claims for which We may be directly or indirectly liable, even if We are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a claim or dispute which is included under this Resolution of Disputes by Arbitration provision, the other party may elect to proceed in arbitration pursuant to this Resolution of Disputes by Arbitration provision.

#### **Disputes Excluded from Arbitration.**

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that claim shall be subject to this Resolution of Disputes by Arbitration provision. Claims or disputes arising from your status as a borrower under any loan agreement with the Credit Union are also excluded from this Resolution of Disputes by Arbitration provision.

#### **Commencing an Arbitration.**

The arbitration must be filed with one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If You initiate the arbitration, You must notify Us in writing at:

Suffolk Credit Union  
PO Box 9005  
Medford, NY 11763  
Attn: Compliance

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association  
1-800-778-7879 (toll-free)  
[www.adr.org](http://www.adr.org)

JAMS  
1-800-352-5267 (toll-free)  
[www.jamsadr.com](http://www.jamsadr.com)

The arbitration shall be conducted in the same city as the U.S. District Court closest to Your home address, unless the parties agree to a different location in writing.

#### **Administration of Arbitration.**

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those provisions and rules may limit the discovery available to You or Us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. Your or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At Your or Our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by the court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

#### **Costs.**

The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

#### **Right to Resort to Provisional Remedies Preserved.**

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or

to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Arbitration Award.**

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same manner as allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days of notice of the award or pursuant to the rules of the arbitration forum, whichever is later. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act or other applicable law. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

**Governing Law.**

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the State of New York shall apply.

**Severability, Survival.**

These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

**Applicability.**

Arbitration will not apply to Your Account as long as You are an active duty Service Member.

**Right to Reject this Resolution of Disputes by Arbitration provision.**

YOU MAY CHOOSE TO REJECT THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE AS DESCRIBED BELOW:

Agreement to the Resolution of Disputes by Arbitration provision:

1. If you agree to be bound by the above Resolution of Disputes by Arbitration provision, then no action is needed on your part.
2. If you take no action, then effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

Rejection of the Resolution of Disputes by Arbitration provision:

If you do not agree to be bound by this Resolution of Disputes by Arbitration provision, you must send us written notice that you reject the Resolution of Disputes by Arbitration provision within 30 days of account opening or within 30 days of receiving this notice, whichever is sooner, including the following information:

- a. Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and;
- b. You must send Your written notice to Us at the following address:

Suffolk Credit Union  
PO Box 9005  
Medford, NY 11763

Attn: Compliance

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

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

## 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.



## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Suffolk Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share (savings) and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B-Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

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

**a. ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Mastercard, Cirrus®, Accel, and Allpoint networks, and such other machines or facilities as the Credit Union may designate. For ATM 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 ATM 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.

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

- Make deposits to your share (savings) and checking accounts (designated SFCU ATMs only).
- Withdraw funds from your share (savings) and checking accounts.
- Transfer funds from your share (savings) and checking accounts.
- Obtain balance information for your share (savings) and checking accounts.
- Access your Line of Credit (LOG) (over \$100.00 limits).

The following limitations on ATM Card transactions may apply:

- You may make six (6) cash withdrawals in any one (1) day.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- There are daily withdrawal limits. You will be notified of these limits by the credit union before you receive your access card.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**b. Debit Card.** If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. 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.

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

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

- Make deposits to your share (savings) and checking accounts.

- Withdraw funds from your share (savings) and checking accounts.
- Transfer funds from your share (savings) and checking accounts.
- Obtain balance information for your share (savings) and checking accounts.
- Make loan payments from your share (savings) and checking accounts.
- Access your Line of Credit (LOC) accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Debit Card transactions may apply:

- You may make 15 Debit Card purchases per day.
- You may purchase up to a maximum of \$4,000.00 per day.
- You may make six (6) cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$700.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may purchase up to a maximum of \$2,500.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

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

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

**c. Member Telephone Service.** If we approve Member Telephone Service for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Member Telephone Service to:

- Withdraw funds from your share (savings), checking, money market, and club accounts.
- Transfer funds from your share (savings) and checking accounts.
- Obtain balance information for your share (savings), checking, and loan accounts.
- Make loan payments from your share (savings) and checking accounts.
- Access your Line of Credit (LOG) account.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Verify deposit and withdrawal information.

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

The following limitations on Member Telephone Service transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- The maximum withdrawal or transfer amount is \$99,999.00 per day and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share (savings) and checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your checking account.

- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**e. Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

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

- Transfer funds from your share (savings), checking, money market, and club accounts.
- Obtain balance information for your share (savings), checking, and loan accounts.
- Make loan payments from your share (savings) and checking accounts.
- Access your Line of Credit (LOG) accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share (savings) and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Verify deposit and withdrawal information.

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

The following limitations on Account Access (Online Banking) transactions may apply:

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

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

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

The following limitations on Internet Bill Paying/Telephone Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.

**2. TRANSFER LIMITATIONS** - For all share (savings) 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 telephone 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.

**3. CONDITIONS OF EFT SERVICES -**

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

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

**c. Foreign Transactions.**

**Mastercard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of 1.10% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. A fee of 0.90% will also be charged on all transactions completed in a foreign currency. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

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

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

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

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

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

**5. MEMBER LIABILITY** - You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

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

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

(631) 924-8000  
TDD (631) 924-2338  
(866) 744-2384

or write to:

Suffolk Credit Union  
PO Box 9005  
Medford, NY 11763

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

## **6. RIGHT TO RECEIVE DOCUMENTATION-**

**a. Periodic Statements.** Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (631) 924-8000 or (866) 744-2384. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE** - We will disclose information to third parties about your account or the transfers you make:

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

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

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

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

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

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

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

**11. BILLING ERRORS** - In case of errors or questions about electronic fund transfers from your share (savings) and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(631) 924-8000  
(866) 744-2384

or write to:

Suffolk Credit Union  
PO Box 9005  
Medford, NY 11763

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

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

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

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

**12. TERMINATION OF EFT SERVICES**- You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We

may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

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

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

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

# 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:

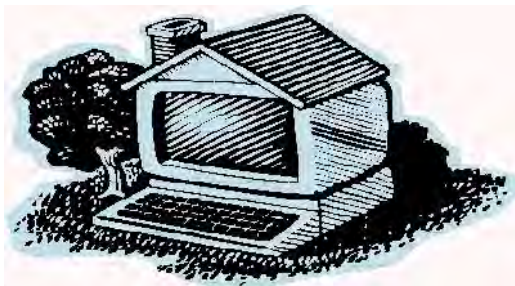
- Introduce themselves to you as card fraud detection and that they are calling on behalf of Suffolk Credit Union.
- Card fraud detection will give you the last four digits of the card number they are contacting you about. DO NOT give anyone claiming to be card fraud detection your full card number, 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.suffolkcu.org](http://www.suffolkcu.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:

- |   |  |   |
|---|--|---|
| <p><b>COMMAK</b><br/>                 6150 Jericho Turnpike<br/>                 Commack, NY 11725</p>  | <p><b>ISLANDIA</b><br/>                 1282 Motor Parkway<br/>                 Islandia, NY 11749</p>   | <p><b>RIVERHEAD</b><br/>                 Route 24 at 2 Enterprise Zone Drive<br/>                 Riverhead, NY 11901</p>                                       |
| <p><b>MEDFORD</b><br/>                 3681 Horseblock Road<br/>                 P.O. Box 9005<br/>                 Medford, NY 11763</p>                     | <p><b>MILLER PLACE</b><br/>                 Aliano Shopping Center<br/>                 691 Route 25A<br/>                 Miller Place, NY 11764</p>        | <p><b>EASTPORT</b><br/>                 King Kullen Shopping Center<br/>                 5 Eastport Manor Rd., # 25<br/>                 Eastport, NY 11941</p> |
| <p><b>PORT JEFFERSON</b><br/>                 St Charles Hospital<br/>                 200 Belle Terre Road<br/>                 Port Jefferson, NY 11777</p> | <p><b>SAYVILLE</b><br/>                 Stop and Shop Shopping Center<br/>                 213 North Main Street<br/>                 Sayville, NY 11782</p> | <p><b>WEST BABYLON</b><br/>                 ShopRite Shopping Center<br/>                 50-108 Route 109<br/>                 West Babylon, NY 11704</p>      |
| <p><b>SOUTHAMPTON</b><br/>                 850 County Road 39<br/>                 Southampton, NY 11968</p>  |  |   |

**ADDITIONAL RESOURCES:**

<http://www.ftc.gov>

<http://www.staysafeonline.com>

<http://www.idtheft.gov>

<http://www.onguardonline.gov>

<http://www.usa.gov>

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)



# Your Billing Rights

Please keep this notice for future use  
See reverse side for additional information

This notice contains important information about your rights and Suffolk's responsibilities under the Fair Credit Billing Act.

## WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

Applies to Consumer Lines of Credit and Consumer Credit Cards

If you think there is an error on your statement, write to us at: Suffolk Credit Union, PO Box 9005, Medford, NY 11763.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

## WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we report you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

## YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Suffolk Credit Union, PO Box 9005, Medford, NY 11763. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

This notice contains important information about your rights and Suffolk's responsibilities under the Fair Credit Billing Act.

## **NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

Applies to Home Equity Lines of Credit (HELOCs)

If you think your bill is incorrect or if you need more information about a transaction on your bill, write to us at Suffolk Credit Union PO Box 9005, Medford, NY 11763. Write to us as soon as possible. We must hear from you no later than 60 days after we sent your FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. Your letter must contain the following information:

- your name and account number
- the dollar amount of the suspected error, and
- a description of the error and explanation of why you believe there is an error. If you require more information, describe the item for which you need further information.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

## **YOUR RIGHTS AND SUFFOLK'S RESPONSIBILITIES AFTER RECEIPT OF YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain to you in writing why we believe the bill was correct.

After we receive your letter, we cannot try to collect the amount in question, or report you as delinquent. We can continue to send bills to you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are obligated to pay the portion of your bill that is not in question.

If we find an error did occur on your bill, you will not have to pay any finance charges related to any questioned amount. If we determine that an error did not occur, you will have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a bill for the amount you owe and the date that it is due.

If you fail to make the payment we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days informing us that you still refuse to pay, we must tell the parties to whom we report that you have a question about your bill. In addition, we must inform you of the names of the parties to whom we report. When the matter is finally settled between us, we must inform the parties to whom we report. If these rules are not adhered to, we cannot collect the first \$50 of the questioned amount, even if the bill was correct.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Applies to Electronic Fund Transfers on Consumer Accounts

In case of errors or questions about electronic fund transfers from your share (savings) and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

Call us at: (631) 924-8000 or (866) 744-2384 Or write to: Suffolk Credit Union, PO Box 9005, Medford, NY 11763.

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

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

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

\* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to credit your account for the amount you think is in error.

\*\* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions or territories, we will have 90 days instead of 45 days to investigate the error.



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.



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

As of 8/14/2025



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.

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
<b>Consumer Share Savings</b>	\$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.
<b>Secondary Savings</b>	\$100.00 and greater	0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	–	–	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
<b>SEP Account</b>		0.10%/0.10%	Daily	Monthly	Monthly (Calendar)	–	–	–	Daily Balance	Account transfer and withdrawal limitations apply.
<b>Money Market Account</b>	\$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.
<b>e-Savings Account (online only)</b>	\$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.
<b>Save Your Way</b>	\$100.00 and greater	0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	–	–	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
<b>First-Time Homebuyers Club</b>	\$100.00 and greater	0.05%/0.05%	Daily	Monthly	Monthly (Calendar)	\$100.00	–	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
<b>Youth Savings Account</b>	\$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.
<b>IRA Share Accounts</b>		0.10%/0.10%	Daily	Monthly	Monthly (Calendar)	–	–	–	Daily Balance	Account transfer and withdrawal limitations apply.
<b>Momentum Checking</b>	\$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	–

# Account Disclosures

As of 8/14/2025



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 8/14/2025



## 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
File Satisfaction of Mortgage with County 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 8/14/2025



## 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](http://suffolkcu.org) or call us at **631.924.8000**.

