

## Part 2 - Your and Our Agreement & Disclosures

### Terms of Your and Our Agreement

#### 1. This is an Agreement between You and Your Credit Union.

**a. Contract for Accounts and Services.** You understand that Parts 1 and 2 (this agreement and the disclosures that follow) form a legally binding contract that governs your accounts and services at your credit union, and that this agreement (in Part 2) contains the specific terms, responsibilities and liabilities of membership, account ownership, and related services with us. By applying for membership, opening an account, requesting a service and signing Part 1 of this contract, you are agreeing to the terms and responsibilities (and accompanying liabilities) of this contract as explained in this agreement and disclosures (Part 2). As important, you authorize us to rely exclusively on the terms of Parts 1 and 2 of this contract, and agree that we have no obligation to rely on any other documents. *It is the essential purpose of this contract to fairly apportion the responsibilities and liabilities of membership, account ownership and services used by each member between that member and the credit union, which in turn enables the credit union to provide the best products and services possible, in the most cost effective manner, for the benefit of all members of the credit union.*

**b. Questions? Please Ask Us.** Please read and keep this agreement and the accompanying disclosures so that you can refer to them anytime you have a question about your membership, an account or a service. You understand and acknowledge that you can also access the agreement and disclosures anytime on our website at [www.geneseevalleyfcu.com](http://www.geneseevalleyfcu.com). As an owner of this credit union it is particularly important that you read and adhere to the terms of this agreement and the disclosures in order to fulfill your responsibilities and avoid any losses or liability. You further understand that this contract is written in English, and that it is your responsibility to obtain help in the event you should have any language difficulties in reading this contract. *Should you have any questions about a matter addressed in the agreement, or this contract (Parts 1 and 2), please contact us at (585) 243-1500 and/or our website at [www.geneseevalleyfcu.com](http://www.geneseevalleyfcu.com) at your earliest convenience, and we will be happy to answer any questions or clarify any matter for you.*

**c. Important Definitions for Your and Our Contract.** As used in this contract the words "we", "our" and "us" mean the credit union and the words "your" and "yours" mean you the account owner(s) (also referred to as "owner(s)"), including persons, organizations or entities, user(s) of a service and any "signer" or "agent" appointed by or on behalf of you to sign on the account and to conduct transactions and/or use a service in a representative capacity.

The terms "people" or "person" mean human beings, and the term "agent" means a person who is not an owner of the account but who has been authorized by the owner or owners to conduct transactions on the account.

The word "organization" means a corporation, partnership, association, business, society, charity, trust, club or similar entity or group that is eligible for membership at the credit union.

The term "signer" means any person who has the authority to represent and conduct transactions on behalf of an organization on the organization's account.

An "account" means any savings, checking, or certificate account that you own at the credit union.

The word "transaction" means (i) any action, instruction, order, or request that would increase or decrease the balance in an account, or would impose a lien or security interest on funds in the account, and (ii) any other request for services or information in connection with the account. The term "transaction" does not include changing or closing an account. Transactions may be initiated by any means that we permit.

**d. Right to Rely on this Contract.** You promise that all the information you provided to us in Part 1 of this contract is complete and true, and that Part 1 has been completed according to your instructions, as confirmed by your signature(s) on Part 1 of this contract and/or through the use of your account. You acknowledge the receipt of and agree to the terms, responsibilities and liabilities of this contract (given to you in person and/or e-mailed to you at the address in Part 1 if provided), which specifically includes this agreement and the accompanying Expedited Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy Policy, our Rate and Fee disclosures (that follow this agreement), our bylaws, and to any changes that we make from time to time. You understand that we may optically scan, image, or film your original Part 1, and agree that imaged or filmed Part 1 is binding on you and us as Part 1 of this contract. You further understand that you may request additional copies of this contract (Parts 1 and 2 (which specifically includes this agreement and disclosures)) that comprise your and our contract from us at any time. You may also download Part 2 (the agreement and disclosures) from our web site. Furthermore, you agree and understand that you may change, close or terminate your accounts, services or membership with us at any time according to terms of this contract.

For all transactions on the account, and for any changes to, distributions from, or closure or termination of the account or services, you authorize us to rely exclusively on the terms of Parts 1 and 2 of this contract, our bylaws, bylaw amendments and any changes we make from time to time to the agreement, disclosures, bylaws and policies. You agree that we have no obligation to rely on any other documents unless otherwise required. Furthermore, you agree that any additional accounts or services that you request will also be governed by Parts 1 and 2 of this contract, our bylaws and policies, and any changes we make to them from time to

time. Please note that the headings of this agreement are for quick reference purposes only and are not part of this contract.

**e. How Accounts are Titled.** Accounts are generally titled in a manner so that the name used on the account matches the Social Security Number or Employer Identification Number provided for the account in order to satisfy legal and data processing requirements. Upon your request we can include a full description, explanation or any legal title you need in Part 1 of the contract in order to note the purpose of the account and/or the ownership of funds in the account.

#### 2. Organization of Your and Our Agreement.

In Part 1 of our contract you have provided us with your information to apply for membership, selected the ownership and survivorship features for your account(s), selected services, and certified to the Internal Revenue Service (IRS) that the name, Social Security Number (SSN) or Employer Identification Number (EIN) and address that you have provided are correct (or that you are exempt or that a number is not required), that you are a US person, and whether or not you are subject to backup withholding.

Part 2 of this contract (this agreement, and the accompanying disclosures that follow) sets forth the specific terms, responsibilities and liabilities of membership, account ownership, and related services at the credit union. It is organized chronologically, starting with important terms that you should know about this contract, followed by membership, creation of accounts and related services, and account and service maintenance and termination issues. It concludes with a number of provisions that address both your and our responsibilities and liabilities with respect to your accounts, related services, and membership. Finally Part 2 concludes with a number of disclosures (which include our Expedited Funds Availability disclosures, Electronic Fund Transfer disclosures, Privacy policy, and Rate and Fee disclosures) that can be found after the agreement. *Again, should you have any questions about a matter addressed in Parts 1 or 2 of our contract, please contact us at (585) 243-1500 and/or our website at [www.geneseevalleyfcu.com](http://www.geneseevalleyfcu.com) at your earliest convenience, and we will be happy to answer any questions or clarify any matter for you.*

#### 3. Membership at the Credit Union.

**a. Requirements of Membership.** To become a member of the credit union you (as a person or an organization) must be in our field of membership (as described in our bylaws/charter) and open and maintain at least one share or savings account with the minimum required membership share/savings amount (as described in the bylaws). If you are an owner, partner, principal, shareholder, or member of an organization, that organization may also join as a member of the credit union and have its own accounts if it is principally comprised of people who are eligible for membership at the credit union. Before opening the account, we may require any signer to provide proper evidence that the organization is lawfully formed (e.g., by production of articles of incorporation, partnership agreement, business license, etc.), and to establish both his or her authority to act as a signer for the organization (e.g., notarized board resolution, partnership letter, etc.) and his or her identity as a signer of the organization.

**b. Identification, Social Security Number and Backup Withholding.** To join the credit union and/or open an account, in addition to providing us with your current name, residential or business street (or physical) address (and if different, your mailing address), phone, and birth date, we will require you to provide us with current government issued picture identification and a Social Security Number (SSN) or Employer Identification Number (EIN), certify for Internal Revenue Service (IRS) reporting purposes that the number matches the name and address, and indicate whether you are currently subject to backup withholding and whether you are a US person. In the event the IRS indicates that there is a problem with the name and number provided by you for the account on Part 1 of this contract or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payments to the IRS.

**c. Authorization to Obtain Information.** Whether you are an account owner, agent, or signer, you authorize us to check your account, employment and credit history (which includes obtaining reports from third parties and credit reporting agencies) in order to verify your eligibility for accounts and services we may offer.

#### 4. Account Ownership and Survivorship Features.

You may open any account either by yourself (or on behalf of an organization) referred to as a "one owner account," or with another person or persons as a "multiple owner account." The ownership and/or survivorship features of all accounts are designated in Part 1 of this contract. The ownership of a member organization account is governed by provision "4.i." of this agreement and not by provisions "4.a." through "4.h." that follow, and is also a one owner account.

**a. One Owner Accounts.** A one owner account is an account owned by you alone, which you as the account owner use during your lifetime. In the event of your death the funds in the account will go to your legal representative (subject to the terms of this agreement). Alternatively, you can designate a specific person or persons or organization(s) as a beneficiary(s)/pod payee(s) for your one owner account in Part 1 of this contract. In the event of your death, the beneficiary(s)/pod payee(s) will be entitled to the funds in the account (subject to the terms of this agreement) upon proof of your death and the beneficiary's/pod payee's identification. If you designate more than one beneficiary/pod payee on the account, each will be entitled to his or her (or its) proportionate share of the funds in the account (which will be determined by dividing the amount of the funds in the account by the number of

beneficiaries/pod payees designated on the account), and will own those funds without right of survivorship. If a beneficiary/pod payee predeceases you, it is your responsibility to notify us and change the account accordingly. Beneficiary/pod payee designations made on Part 1 of this contract do not apply to Individual Retirement Accounts (IRAs) or any account life savings insurance, which have separate beneficiary designations.

**b. Multiple Owner Accounts.** A multiple owner account is an account owned by two or more persons who possess equal rights to conduct all transactions on the account. Each account owner owns the multiple owner account with right of survivorship. This means that when one account owner dies his or her interest in the account and the funds in the account are owned by the surviving owner or owners of the account (subject to the terms of this agreement). Upon the death of the final account owner the funds in the account belong to that owner's legal representative (subject to the terms of this agreement). Alternatively, you can designate a specific person or persons or entity as a beneficiary(s)/pod payee(s) for your multiple owner account in Part 1 of this contract. In the event of the final account owner's death, the beneficiary(s)/pod payee(s) will be entitled to the funds in the account (subject to the terms of this agreement) upon proof of death and the beneficiary's/pod payee's identification. If you designate more than one beneficiary/pod payee on the account, each will be entitled to his or her (or its) proportionate share of the funds in the account (which will be determined by dividing the amount of the funds in the account by the number of beneficiaries/pod payees designated on the account), and will own those funds without right of survivorship. If a beneficiary/pod payee predeceases you, it is your responsibility to notify us and make any changes to the account. Beneficiary/pod payee designations made on Part 1 of this contract do not apply to Individual Retirement Accounts (IRAs) or any account life savings insurance, which have separate beneficiary designations.

Any account owner acting alone may conduct transactions on the account, and each account owner is authorized to act for all other owners on the account for all transactions on the account, or request future services. Any account owner may sign and guarantees the signature of any and all other owners on the account for all transactions. Each owner understands that any owner acting alone may change or close the account, and that his or her signature on Part 1 of this contract confirms his or her agreement to any subsequent change made to the account by any other owner on the account. While any account owner may change or close the account acting alone, we will require all account owners to consent in writing to the addition or removal of any owner on the account (or the addition or removal of any agent to the account). All account owners agree that we have no duty to notify the account owners of the transactions engaged in, or changes to or closure of the account, by any account owner acting alone.

All account owners, both alone and together, are liable for all transactions on, changes to and closure of the account, and for any charges, fees, losses or liabilities incurred with respect to any transaction on, changes to or closure of the account regardless of which owner conducted or benefited from the transaction, change or closure. If any account owner owes us money for any reason, we may enforce our rights against all funds in any account on which that account owner is an owner, regardless of which owner deposited the funds in the account.

**c. Accounts Owned by or for People under Eighteen (18) Years of Age.** Anyone under eighteen (18) years of age may open and/or own an account with us, may conduct transactions on the account, and is subject to the terms, responsibilities and liabilities of this contract. We reserve the right to require any person under eighteen (18) years of age who wishes to open and/or own an account with us to have an account owner on the account who is at least eighteen (18) years of age or older who will be jointly and individually liable to us for any and all transactions on the account, and who is subject to the terms, responsibilities and liabilities of this contract.

**d. Accounts Owned by Custodians for Minors under the Uniform Transfers to Minors Act.** As a member you may open and own an account to hold the funds of a minor (a person less than twenty-one (21) years of age) under the state's Uniform Transfers to Minors Act. The account is a one owner account owned by you as a custodian, in which you as the account owner-custodian hold funds for the exclusive right and benefit of a minor (though if state law provides for multiple owners of these accounts, we will allow the account to be owned jointly with right of survivorship). Though dividends/interest paid to the account are/is reported under the minor's name and Social Security Number, you as the custodian are the owner of the account, and barring a court order are the only person who is entitled to conduct transactions on the account, change and/or close the account. If you wish to designate a successor custodian to claim the funds in the account in the event of your death, we can include that person's name as beneficiary/pod payee on the account, who is a successor custodian for funds under the Uniform Transfers to Minors Act. When the minor reaches twenty-one (21) years of age, it is your responsibility (and not the credit union's responsibility) to pay the funds in the account to the minor. You will still be the only owner of the account.

**e. Accounts Owned by Representative Payees for Social Security Beneficiaries.** As a member, you may open and own an account as a "representative payee" for a "social security beneficiary." We reserve the right to require you to prove both your authority to act as a representative payee for the social security beneficiary and your identity as a representative payee prior to opening the account. The account is a one owner account owned by you as a representative payee, in which you as the account owner-representative payee hold funds for the exclusive right and benefit of the social security beneficiary. Though dividends/interest paid to the account are/is reported under the beneficiary's name and Social Security Number, you as the representative payee are the owner of the account, and barring a court order are

the only person who is entitled to conduct transactions on the account, change and/or close the account.

**f. Agent Designations and Powers of Attorney.**

**i. Agent Designations.** An account owner on a one owner account, and the account owners together on a multiple owner account, may designate a person or persons to be an agent(s) on the account who will be authorized to conduct transactions on the account. We will require you (the account owner(s)) to provide information about the agent(s) and will also require the agent(s) to sign Part 1 of this contract. An agent only has rights to conduct transactions on the account, and has no ownership or survivorship rights in the account or to the funds held in the account and cannot make changes to or close the account. Once you have designated an agent(s) it is your responsibility (and not the credit union's) to monitor an agent's transactions on the account, and you agree that we have no duty or responsibility to monitor, inquire about, or notify you of the use and purpose of any transaction conducted by your agent on the account, or assure that any transaction is for your benefit. The agent's authority to conduct transactions will continue until you terminate that authority with us or until we receive written notice of your death and have a reasonable opportunity to act on that notice. If you wish to terminate an agent's authority conduct transactions on the account, you must notify us and change Part 1 of this contract in writing according to the terms of this agreement. We have no duty to preclude an agent from conducting transactions on the account until you have made this change. In the event of your death on a one owner account or the final surviving account owner's death on a multiple owner account, any funds in the account will be disbursed according to Part 1 of this contract and provision 4 of this agreement.

**ii. Powers of Attorney.** If you give a person power of attorney we reserve the right to require that person to prove the authenticity of the power of attorney, and both his or her authority to act as your attorney in fact and his or her identity as your attorney in fact prior to allowing the attorney in fact to open, conduct transactions on, change or close an account. Additionally, if we elect to rely on your power of attorney, both you and your attorney in fact agree to indemnify, defend, and hold us harmless for any loss, damage, claim or liability that occurs as a result of our reliance on the power of attorney, and require the attorney in fact to sign a statement acknowledging the same. We reserve the right to refuse to recognize the authority of a person with a power of attorney if we determine that we cannot reasonably rely on the power of attorney, unless otherwise required.

**g. Accounts for Living Trusts.** You may open an account to hold the funds of your trust, and this account can be opened on either our Account Contract Part 1 form, or our Account Contract for Trust form. Regardless of which form you select to open the account, for IRS reporting purposes the name that appears first on Part 1 of the agreement must match Social Security or Employer Identification Number (SSN or EIN) provided by you to open the account (though we will be able to write the full legal name of the trust in the specially designated area of Part 1 of the contract should you so desire). You, any person designated in Part 1 of this contract, and any person or organization associated in any way with the trust (i.e., all grantors, trustees, successor trustees, and/or beneficiaries) agree that the terms, responsibilities and liabilities of this contract are binding on all account owners, any person or organization associated with the trust and the trust (i.e., all grantors, trustees, successor trustees, and/or beneficiaries), and agree to abide by the terms this contract. Additionally, all persons or organizations associated in any way with the trust (i.e., all grantors, trustees, successor trustees, and/or beneficiaries) agree to indemnify, defend, and hold us harmless for any loss, damage, claim or liability that occurs as a result of opening, using and closing this account, and sign a statement acknowledging the same. You further understand and acknowledge that you, any person designated in Part 1 of this contract, and any person or organization associated in any way with the trust (i.e., all grantors, trustees, successor trustees, and/or beneficiaries), are totally and completely responsible for fulfilling the duties and responsibilities of the trust, and that we need only rely exclusively on the terms of Parts 1 and 2 of this contract. In the event we need to review your trust for opening, maintenance or termination of the account, or for any transaction on the account, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of your trust. If you elect to use our Account Contract Part 1 form and wish to designate a successor trustee to claim the funds in the account in the event of your death, we can include that person's name as beneficiary/pod payee on the account, who is a successor trustee for funds under your trust. We may require you to substantiate your authority to negotiate a check payable to a trust before accepting any check for deposit, and may require you to deposit the check into an account for the trust.

**h. Accounts for Fiduciary Purposes (Accounts that Hold the Funds for Trusts, Wards, Conservatorships, Beneficiaries, Estates, etc.).** When you open an account to hold the funds of an estate, trust, guardianship, conservatorship or court ordered purpose (or for any other legal and/or fiduciary relationship or purpose), you understand and acknowledge that we are only providing you, as the account owner, with an account to hold funds for that estate, trust, guardianship, conservatorship or court ordered purpose (or legal and/or fiduciary relationship or purpose). You further understand and acknowledge that you as the account owner are totally and completely responsible for fulfilling the duties and responsibilities of that estate, trust, guardianship, conservatorship or court ordered purpose (or any other legal and/or fiduciary relationship or purpose), and that we need only rely exclusively on the terms of Parts 1 and 2 of this contract. Furthermore, you and all persons associated in any way with the estate, trust, guardianship, conservatorship or court ordered purpose (or any other legal and/or fiduciary relationship or purpose), agree to indemnify, defend, and hold us harmless for any loss, damage, claim or liability asserted against us for our actions taken pursuant to this contract (and all disclosures, bylaws, policies and procedures incorporated by reference) that

occurs as a result of opening, using and closing this account, and sign a statement acknowledging the same. In the event we need to review any documentation for the opening, maintenance or termination of the account that holds funds for fiduciary purposes, or for any transaction on the account, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation. We may require you to substantiate your authority to negotiate a check not specifically made payable to you before accepting it for deposit, and may require you to deposit the check into the specific account pertaining to the payee of check.

**i. Accounts for Member Organizations.** Organizations that qualify for membership can open and own a one owner account, and both the organization and its designated signers are subject to the terms, responsibilities and liabilities of this contract. We may require any signer to provide proper evidence of the organization's existence (e.g., articles of incorporation, partnership agreement, business license), and to establish both his or her authority to act as a signer (e.g., through a notarized board resolution, partnership letter, etc.) and his or her identity as a signer prior to opening the account.

Each director, officer, partner, shareholder, employee, member, trustee, agent, signer, etc., promises that the organization has been legally formed and exists, that it qualifies for membership, and all signers promise that they hold the positions/titles as shown on Part 1 of this contract and have the authority to transact business on behalf of the organization member account owner. The organization account owner and all directors, officers, partners, shareholders, employees, members, trustees, agents and signers agree to the terms, responsibilities and liabilities of this contract (and the agreement, all disclosures, bylaws, policies and procedures incorporated by reference), and further agree to indemnify, defend, and hold us harmless for any loss, damage, claim or liability that occurs as a result of opening, maintaining, conducting transactions on and closing the account. As important, the organization and all signers authorize us to rely exclusively on the terms of Parts 1 and 2 of this contract, and agree that we have no obligation to rely on any other documents. In the event we need to review any documentation for opening, maintenance or termination of the organization account, or for any transaction on the organization account, you agree to pay all costs and expenses, including reasonable attorney fees, incurred for the review of that documentation. We reserve the right to require that all checks made payable to an organization be deposited to the organization's account.

## **5. Account Access and Transactions.**

**a. Authorized Signatures.** You understand that the signature that you provide to us on Part 1 of this contract is essential to us in allowing you to conduct authorized transactions on the account or otherwise, and that we may require you to provide us with your signature and current government issued picture identification to conduct a transaction. Any person who signs Part 1 of this contract as an account owner, signer or agent may conduct transactions on the account or utilize services provided with the account. For both your and our protection, you agree that we may refuse to honor any check, draft, order, item or instruction if we believe any signature, instruction, provision, term or form is not genuine or is altered or that is illegible or written in a language other than English. You agree that our nonpayment or nonaction under such circumstances is not wrongful. In the event you authorize the use of any stamp, thumbprint, code or facsimile signature device, you agree that we may pay or honor any check, draft, order or item, or conduct any transaction, that contains what appears to be your authorized stamp, thumbprint, code or facsimile signature, even if the stamp, thumbprint, code or signature is not authorized. If you provide your account information, code or Personal Identification Number (PIN) to any person or entity to conduct transactions, you agree that until you provide us with notice revoking your authorization, all transactions conducted by that person or organization are authorized and genuine, even if they are not conducted for your benefit or according to your instructions. You agree that we may disregard all information on a check including notes and legends except for your signature, the amount of the check and the information contained in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, which contains your account number, amount of check and check number.

**b. Transaction Options.** You may conduct transactions on your account by any means we permit, including in person, by check, telephone, automated teller machines (ATMs), the mail, automatic transfer, or the Internet. If we require you to use a specific form to conduct and complete a transaction, and you fail to use that form, for both your and our protection you agree that we may refuse to honor, execute or complete the transaction. Whether a transaction is honored, executed or completed or not, you are responsible for any loss or liability incurred by us as a result of your failure to use a required form or adhering to the terms and responsibilities of this contract.

**c. Account Transfers by Wire or ACH.** We offer wire transfers or Automated Clearing House (ACH) transfers that allow you to send or receive debits or credits to your account. Should you utilize these services and receive funds by wire or ACH transfer you agree to verify the transfers by reviewing your periodic statement, and agree that we have no duty to notify you when the funds are received. While we may temporarily (provisionally) credit your account for an ACH transfer, if we are not finally and ultimately paid (do not receive final settlement) for the transfer we may reverse the credit to your account or alternatively you agree to reimburse us for the amount of the reversed transfer. Should you send a wire transfer you may identify the recipient or any financial institution by name and by account number or identifying number. We and other financial institutions may rely on the account number or other identifying number that you provide us as the correct identification number, even if the number you provide us identifies a different recipient or financial institution.

## **d. Limitations on Account Transactions.**

**i. Account Withdrawal Limitations.** You must have sufficient funds available in your account (or have or be eligible for one of our overdraft programs) in order to withdraw funds from your account. If a check, draft, item or other transfer or payment order is presented against insufficient funds in your account, you will be assessed a fee as specified in the Rate and Fee disclosures. If there are sufficient funds to pay some but not all checks, drafts, items or other transfer or payment orders drawn or presented against the account, we may pay or allow withdrawals for those checks, drafts, items or other transfer or payment orders for which there are sufficient funds in any order we choose.

There are a number of circumstances where you may not be able to withdraw funds from your account including, but not limited to, occasions when: (1) you attempt to withdraw or make a transfer request by any method we do not permit, (2) you, a signer, an agent or any person fails to present authoritative documentation or identification we require to access the account or make a withdrawal, (3) disputes and/or uncertainty occur over who owns the account or the funds held in the account (see provision 20), (4) funds from deposited checks are not yet available for withdrawal or deposited checks have been returned unpaid and we have charged them back against the account, (5) the funds held in the account are held as security (collateral) for an obligation to us, (6) the funds are held or offset under our consensual security interest or statutory lien rights (see provision 18) because you or another account owner owes money to us, or (7) we have been served with a garnishment, levy or other similar legal process or notice affecting the account.

Additionally, we reserve right to require you to provide us with written notice of your intent to make a withdrawal from your account at least seven (7) days and up to sixty days (60) prior to the time that you would like to make the withdrawal.

**ii. Account Transfer Limitations.** On all savings accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response, or Internet transfers to another of your accounts or to the account of any other person or entity during each calendar month. Only three (3) of these six (6) transfers can be made by check or ATM/debit card purchase to another person or entity. Your limit of six (6) preauthorized transfers includes those transactions where you order us to pay a person or organization from your account (including Automated Clearing House (ACH) transactions). The date we use to determine the frequency of transactions is the date a transaction is posted to your account rather than the date you initiate the transaction. If you exceed these limitations in any calendar month, we can refuse or reverse the transfer, close your account, and/or impose a fee as specified in the Rate and Fee disclosures. Transactions that are not subject to these limitations include (1) transfers from your account to pay a loan with us, and (2) transfers to your other accounts with us or withdrawals by check mailed directly to you if the transfer or withdrawal is conducted in person, by mail or at an automated teller machine (ATM).

**iii. Account Transaction Volume Limitations.** We may limit the number of items deposited and/or the frequency of deposits and other transactions that you can make each day to your account(s). The date we use to determine the frequency of transactions is the date a transaction is completed by us rather than the date you initiate the transaction. If we allow or honor a nonconforming transaction, we are not required to allow or honor future nonconforming transactions. Should the transactions on your account exceed the limitations we establish, we may limit your account transaction activity, impose a fee as specified in the Rate and Fee disclosures, or close your account.

**iv. Limitation at ATMs.** For your protection and ours, we may limit the amount of cash withdrawals at automated teller machines (ATMs). Our current limitations on ATM cash withdrawals are set forth in the Disclosures (that follow).

## **e. Restricted Transactions. UNLAWFUL INTERNET GAMBLING**

**TRANSACTIONS PROHIBITED.** If you are a commercial member, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

## **6. Your Checking account.**

**a. Checks You Write on Your Account, Completion of Checks & Your Check Register.** When you write a check drawn on your account, in addition to writing in your payee's name and completing the numerical and written amount sections of the check and signing your name, it is also important that you draw a line after both the payee's name and after the written amount sections of the check in order to protect yourself against alterations or forged endorsements. Also when completing date, payee and amount lines on your check, always begin by writing the information at the start of the far left side of these lines to avoid leaving any spaces: this will protect you from your check being altered. Once you have completed a check you should write the check number, amount, date and payee's name, and purpose for writing the check in your check register, and deduct the amount of the check from the balance in your account. This helps you to keep track of the current balance that you have in your account, and allows you to detect and report checks with alterations and forged drawer's signatures. Please use dark permanent ink (preferably black ink) to complete your

checks. You agree that you are responsible for any losses incurred with respect to your checks because you fail to use a dark permanent ink when writing your checks. You should also keep your checks in a secure location and separate from your picture identification. If the account is a multiple owner account each owner may sign, issue and endorse checks in the other owner(s) name. You agree that if you write a check that you authorize us to pay that check and that such payment is proper, regardless of whether you completed or signed the check.

You understand and agree that it is your obligation to review your periodic statement and report any unauthorized amounts or unauthorized checks or other transactions on your account. You can determine an unauthorized amount because the amount on the statement does not match the amount you recorded on your check register. Similarly, you can detect forged drawer's signature on checks or counterfeit checks because there is a check number on your statement for a check that you did not write. You understand and agree that you only have thirty-one (31) calendar days from the mailing date of your statement to notify us of alterations to the amount of the check and of checks with forged drawer's signatures, or we will not be able to recredit your account for the unauthorized amount or the check.

**b. Use of Our Check Forms.** You agree to use check forms we offer through an authorized vendor. If you use a check form not provided by an authorized vendor, you understand that we may not pay the check and agree that such nonpayment is not wrongful. Alternatively if we pay a check or draft drawn on your account that is not our check form you agree to be responsible for any loss and/or fees incurred as a result of using that check form.

**c. Lost or Stolen Checks? Notify Us Immediately!** If your checkbook or a box of checks is lost or stolen call us immediately at (585) 243-1500 and/or our website at [www.geneseevaleleyfcu.com](http://www.geneseevaleleyfcu.com). The sooner you contact us the less liability you will have for unauthorized transactions on your account, and the sooner we can provide you with a new account and new checks for that account.

**d. Our Use of Automated Collection and Payment Processes.** You understand that we use automated collection and payment processes and procedures so that we can process the greatest volume of checks, drafts and items in the most cost effective manner for the benefit of all members. These automated processes and procedures rely on and can only recognize information that is written (encoded) in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check, draft or item, which contains your account number, amount of check, and check number. In order to achieve these cost efficiencies for all members, you agree that when we pay or take a check, draft or item for deposit and collection that we may disregard all other information on the check, draft or item other than the drawer's signature, the identity of the payor-drawee financial institution, the amount of the check, draft or item, and the information encoded in MICR line, whether or not that information is consistent with other information on the check, draft or item. You also agree that we do not fail to exercise ordinary care in paying any check, draft or item without physically or visually examining checks, drafts or items.

For your protection and the credit union's, you agree that we are not liable for refusing to honor any check, draft, item or instruction if we believe any signature, instruction, provision or term is not genuine or is altered, or that is illegible or written in a language other than English, and that such nonpayment or nonaction is not wrongful.

**e. Signatures by Family Members, Employees, or People You Know.** In the event a family member, employee or person that you know writes a check drawn on your account payable to any person or entity, you authorize the signature, completion and payment of that check, and agree that you will address the matter to recover any loss for payment of the check with the family member, employee or person you know.

**f. Conversion of Checks to Electronic Fund Transfers.** In some circumstances, a person, merchant or other organization can convert your check and/or check information (your checking account and check routing, account and serial number) to an electronic fund transfer (EFT) and debit your account. The conversion of your check to an EFT is covered by this agreement and our Electronic Fund Transfer disclosures (that follow). You authorize us to honor the EFT and debit your account just as if the original check were presented for payment. Should a person, merchant or other organization to convert your check to an EFT you will have to contact that person, merchant or organization about obtaining a copy of your check. You understand that if we dishonor and return your check to a merchant for insufficient funds, a merchant may attempt to re-present the check electronically as an EFT, and that this EFT, which represents the dishonored check, will be treated as a re-presented check under this agreement.

**g. Dates on Checks.** When you write a check you authorize us to pay the check regardless of the date or legends restricting payment to certain periods of time, though you agree that we are under no obligation to pay a check presented for payment before its date or more than six (6) months after its date. You understand that the reason dates or legends are ineffective is because you are generally obligated to pay dishonored checks up to three years (or more) from the date the check is dishonored. If you notify us not to pay a check before its date (by phone, mail, online (via the Internet) or in person), that notice will only be effective if it affords us a reasonable amount of time to act on the notice to not pay and return the check, and you provide us with your name and account number, the check number, the date of the check, the name of the payee, and the amount of the check. You understand that failure to provide us with either timely notice (that affords us a reasonable amount of time to not pay the check) or the complete and accurate information about the check and the account (as required), may result in payment of the check. If you provide us with timely notice and

complete and accurate information about the check and the account (as required), we will charge you a fee as specified in the Rate and Fee disclosures and will not pay and return the check as postdated. You may provide us with oral notice of the postdated check that will lapse within fourteen (14) days unless you confirm that notice in writing, in which case the notice will be effective indefinitely. We have no duty to notify you when your notice will or has expired.

**h. Stopping Payment on Your Checks.** You may request us to stop payment on any check drawn on your checking account (by phone, mail, online, or in person, as we allow). If you notify us to stop payment on a check, that order will be effective only if it affords us a reasonable amount of time to act on the order to not pay and return the check, and you provide us with your name and account number, the check number, the date of the check, the name of the payee, and the amount of the check. You understand that failure to provide us with either a timely stop payment order (that affords us a reasonable amount of time to not pay the check) or the complete and accurate information about the check and the account (as required above), may result in payment of the check. If you provide us with a timely stop payment order and complete and accurate information about the check and the account, we will charge you a fee as specified in the Rate and Fee disclosures, stop payment on and return the check. You may provide us with an oral stop payment order that will lapse within fourteen (14) days unless you confirm that order in writing. The stop payment notice will be effective permanently unless notified in writing. You understand that although payment of the check may be stopped, you may be subject to legal action brought by any and all persons or organizations the check is returned to. In the unlikely event we pay a check over a timely, accurate and complete stop payment order and are required to recredit your account, you agree to sign a statement explaining the dispute with your payee, and assist us in taking legal action against any and all persons or organizations to recover our loss. You understand that if you frequently place stop payment orders on your checks that would otherwise be returned for insufficient funds we may consider that account abuse and may close your account under this contract.

**i. Stopping Payment On, Unused & Lost or Stolen Credit Union Checks.** If we issue to you one of our checks and you endorse that check over to another person, or give that check to the payee that you requested us to make the check payable to, and subsequently do not want that person to receive payment for the check (because you are displeased with the person or the transaction the check was issued for), we will not be able to stop payment on the check. It is your responsibility to ensure that you want the person or the payee to receive payment for the check before you endorse the check over to that person or give the payee the check. If you have any doubt about the person or payee or the transaction, do not endorse the check over to that person or give the payee the check since we will not be able to subsequently refuse to pay the check. If you do not use or negotiate one of our checks, you may return it to us, and request a refund for the amount of the check.

If one of our checks in your possession is lost, stolen or destroyed you agree to sign a statement or notice and either post a bond, provide us with collateral or a security interest in collateral, or wait ninety-one (91) days from the date of the check, in order to receive a replacement check for our check that was lost, stolen or destroyed.

**j. Payment of Checks that Would Overdraft Your Account.**

**i. Account & Lending Overdraft Payment Programs.** We provide check overdraft payment protection programs. If you qualify for one or more of these programs and we agree to provide it to you, we will pay checks drawn on your account with insufficient funds by transferring funds from another account or pursuant to a loan agreement to your checking account, as designated by you in Part 1 of this contract, and charge you a fee as specified in the Rate and Fee disclosures. Transfers from your account(s) to your checking account are covered by this agreement, whereas transfers from a loan to your checking account are governed by a separate loan agreement.

**ii. General Overdraft Payment Program.** If you own a checking account and are in good standing, you may utilize our courtesy overdraft program which allows you to overdraft your account. To be in good standing requires that you own a checking account for at least thirty (30) days, be eighteen (18) years of age or older, and to have not caused us a loss. If you qualify, we will pay your overdrafts up to a total of \$350 (in most cases as this is account specific), and charge you a fee as specified in the Rate and Fee disclosures. If you utilize this program we will notify you of the amount paid including the fee per transaction, and you will bring your account to a non-negative balance as soon as possible and never more than thirty (30) calendar days past the date of first occurrence. For more information on this program, please contact us at (585) 243-1500 and/or our website at [www.geneseevaleleyfcu.com](http://www.geneseevaleleyfcu.com).

**k. Checks are Paid in Any Order.** You understand that when you write or order checks, drafts or items drawn on your account that we may elect to pay those checks, drafts or items in any order. If you write or otherwise order multiple checks, drafts or items drawn on your account, you should be certain there are enough funds in your account(s) to pay those checks, drafts or items, or those checks, drafts or items will be subject to the overdraft and/or insufficient funds terms of this agreement, or paid under one of our check overdraft programs if applicable.

**l. Insufficient Funds to Pay a Check.** If the funds in your checking account are not sufficient to pay checks, drafts or other items presented and drawn on your account, those checks, drafts and items will subject to our overdraft procedures and any overdraft service or agreement you have with us. You understand that we have no duty to notify you if there are insufficient funds to pay your check, draft or item. If we elect to pay a check, draft, item or transfer that would overdraw your account (beyond an agreement or service we have agreed

to provide you), it does not mean that we will pay a check, draft, item or transfer that will overdraw your account in the future. If we pay a check, draft, item or transfer that would overdraw your account you agree to repay us the amount of that paid check, draft, item or transfer plus any fee disclosed for that service immediately (or at the latest pursuant to any agreement or service we have agreed to provide you). Should we dishonor and return a check, draft or item drawn on an account with insufficient funds, your account will be subject to a fee for the dishonored and returned check, draft, or item in accordance with the Rate and Fee disclosures. You also understand and agree that we are not liable if we refuse to pay a check, draft or item drawn on your account and return it when nonpayment occurs as result of our charging your account for any obligation you owe us. Finally, in the event we are frequently returning your checks drawn on your account for insufficient funds we may consider that account abuse and may close your account under this contract.

**m. Non-Member Presenters of Checks.** For the protection of both you and the credit union and to cover costs incurred by all members for the presentment of checks over the counter, you understand that we may require any non-member presenting a check drawn on your account to provide both his or her current government issued picture identification and, at our option, sign a statement of receipt and/or place his or her thumbprint on your check, and to pay a fee as disclosed in the Rate and Fee disclosures. You agree that if a non-member presenting your check fails to comply with these presentment requirements, we are not liable for refusing to pay the check and that such nonpayment is not wrongful.

**n. Right to Refuse Payment of Any Check Suspected of Fraud or Illegible.** For the protection of both you and the credit union, you agree that we are not liable for refusing to honor any check, draft, item, order or instruction if we believe any signature, instruction, provision, term or the form itself is not genuine or is altered, or that is illegible or written in a language other than English, and that such nonpayment or nonaction is not wrongful.

## **7. Deposits to Your Account.**

**a. Summary of Our Service.** You understand that when we take checks, drafts or items that you wish to deposit that are not drawn on us, that we are providing you a service in that we are saving you the time and expense of having to present the checks, drafts or items to the institution they are drawn on in person. In return for this service, you understand and agree that we may hold the funds represented by your deposit for a period of time, and that if the hold is for an extensive period of time we will provide you with notice as to the status of your deposit and when the funds' availability will be determined. While we want to provide you with the service of taking deposits, you understand that we place holds on funds represented by your deposit so that you do not become indebted to us for the amount of the deposit in the event a check, draft or item is dishonored, returned or claim is made on the deposited funds. If you do not want us to provide this service and place a hold on the funds represented by your deposit, please inform us and we will be happy to return the check, draft or item to you in order to allow you to obtain payment elsewhere. Finally, you understand that whenever you make a deposit with us, and the deposit is dishonored, returned or claim is made on the deposited funds, you are obligated to reimburse us for the amount deposit, and any costs and fees as specified in this contract in general, and the Rate and Fee disclosures specifically.

**b. How You Can Deposit Funds.** You may deposit funds to your account by any means we permit, including in person, by check, telephone, automated teller machines (ATMs), the mail, automatic transfer, or the Internet.

**c. Our Rights Upon Your Deposit.** The availability of funds from your deposit may be subject to a hold period depending on the type of deposit (cash, check, wire, etc.) and circumstances surrounding the deposit (the amount of the deposit, the source of the funds, etc.). Please see our Funds Availability Policy disclosure for information about our hold policy for checking accounts that follows the agreement. If we elect to hold the funds from your deposit beyond any applicable hold period set forth in the Funds Availability Policy disclosure, we will notify you about the reason for and the duration of the hold. If you do not want a hold placed on the funds from a deposited check, please inform us and we will be happy to return the check to you in order to allow you to obtain payment of the check elsewhere.

**d. Authority to Negotiate Checks & Endorsements.** We may accept checks, drafts, and other items for deposit into any of your accounts. Checks deposited should be endorsed by you for your protection, though we may choose to permit you to deposit them without your endorsement. If the account is a multiple owner account each account owner may endorse checks for one another. We reserve the right to verify the endorsement on any check we take for deposit, and may require you to comply with specific endorsement requirements for business, insurance or government checks before taking those checks for deposit. We may require proof of your authority to endorse any check on behalf of another person or organization before taking the check for deposit.

**e. How to Endorse Your Check.** When you receive a check made payable to you and wish to deposit that check into your account with us, we recommend that you endorse (sign) the back of check with the words "For Deposit", then sign your name beneath that language, and beneath your signature record your account number. Endorsing the check in any other manner may jeopardize your account being credited for the check.

Your endorsement must go on the back of the check at the top edge (and be no more than one and one-half (1½) inches from the back top edge of the check). While we may take checks or drafts for deposit with endorsements, you agree that we may ignore any other language or markings within or outside of your endorsement space, and that you will be

responsible for any loss we incur due to a delay or error in processing the check or draft for payment caused by endorsements, language or markings inside or outside of the designated endorsement space.

Please use dark permanent ink (preferable black ink) to endorse your checks. You should also use our deposit slips along with the deposit, or at very least record your account number below the endorsement. You agree that you are responsible for any losses incurred with respect to a check deposited by you in event you fail to use a dark permanent ink when endorsing the check.

**f. Acceptance of Checks for Deposit is a Service to You.** In handling checks, drafts, items, or money for deposit or collection we are providing you a service (assisting you in collecting payment for the deposit) and act only as your agent, and assume no responsibility for the check, draft or item beyond that of the exercise of ordinary care. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine (ATM) that is not at a branch) until we actually receive the deposited item or money. We are not responsible or liable for the negligence or default of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We reserve the right to refuse and/or return any check, draft, item or funds transfer taken for deposit, to place a reasonable hold on the check, draft or item, or to send the check, draft or item for collection. We also reserve the right to charge your account for any check, draft or item taken for deposit in the event it becomes lost in the collection process.

**g. Your Options for Direct Deposit.** We offer direct deposit options that allow you to preauthorize deposits to your accounts (such as payroll, Social Security, retirement or other government deposits), or preauthorize transfers from your accounts with us. You must initiate direct deposits on a direct deposit authorization form acceptable to the initiator of the deposit. We reserve the right to refuse and/or to return any or all funds transfers. Should we be required to reimburse the federal or state government for any benefit payment directly deposited into your account, unless otherwise prohibited, you agree that we may deduct the reimbursed amount from your account, and may recover any amount owed according to the terms of this agreement. If you file for bankruptcy and fail to cancel any direct deposit authorization to your accounts, you agree that your employer should continue to make (and that we should continue to apply) your direct deposits in accordance with the instructions you have given us.

**h. When Your Deposits will be Credited to Your Account.** Deposits to your account will generally be credited on the business day of the deposit (unless made after we close, in which case the deposit will be credited to your account on the next business day), and deposits made on a Saturday, Sunday, or holiday will be credited to your account on the next business day. Deposits made by you at unstaffed facilities (for example, an automated teller machine (ATM) that is not at a branch) will be credited to your account on the day funds are removed and processed by us. Credit to your account for funds deposited is provisional until we are finally and ultimately paid (i.e., when we receive final payment). Items drawn from an institution located outside the United States are handled on a collection basis only.

All deposits received after we close a business day we are open, or received on Saturday, Sunday or Federal Holiday or any day that we are not open for business, will be treated as if received on the next following business day that we are open.

**i. Deposits at a Night Depository.** If you make deposits at a night depository, you agree to use the special bag or container that we furnish. You will be liable for any damage to the night depository or delay in crediting deposits due to the use of containers other than those we supply. You agree that we are a bailee of items placed in the night depository until we have opened the containers, verified the contents, and credited the contents to your account or returned the bag and contents to you.

**j. Erroneous Deposits to Your Account.** If a deposit is made in error to your account that you are not entitled to (whether by check, cash, ach transfer, or otherwise), you understand and agree that we will debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. In the event you withdraw any or all of the funds erroneously deposited to your account, you further understand and agree that you are obligated to reimburse us for the amount erroneous deposit, and any costs and fees as specified in this contract in general, and the Rate and Fee disclosures specifically.

**k. Deposits Not Paid and Returned; Subsequent Claims.** All deposits or other credits (including checks, drafts items, Automated Clearing House (ACH) transfers, wire transfers, etc.) credited to your account are provisional (temporary), which means that if we do not receive final payment on any deposit, we will charge your account for the amount of the item and a return fee as specified in the Rate and Fee disclosures. Additionally, if we incur a fee to collect any item, we may charge that fee to your account. After we have received final payment, we refer to these deposits as collected items. If any deposited item to your account is returned to us unpaid we have the right to charge back against your account the amount of the unpaid item (plus any fee as specified in the Rate and Fee disclosures) whether the amount of the item was available for your use or not. In the event any check, draft or item you deposited in your account is returned to us for any reason, you waive your right to any notice of nonpayment or dishonor for the check, draft or item. We reserve the right to pursue collection of previously dishonored or not paid items at any time, including giving a payor-drawee financial institution extra time beyond any midnight deadline limits.

In addition, if anyone else makes a claim against us based on a check, draft or item you have deposited (including but not limited to, claims for breach of warranty based on forged or missing endorsements, for alteration, or for conversion), we may charge your account for the amount of the check, draft or item even if you have already received final credit and have already withdrawn the funds.

**1. Endorsements by Family Members, Employees or People You Know.** If a family member, employee or a person you know endorses a check made payable to you to any person or entity, you authorize the endorsement of the check as your endorsement, and agree that you will address the matter to recover any loss for the endorsement of the check with the family member, employee or person you know.

**8. Dividends/Interest and Rates.**

The dividends/interest earned on your account(s), the dividend/interest rates, balance requirements, annual percentage yields, compounding, crediting and annual percentage yield earned are provided to you in the accompanying Rate and Fee disclosures (that follow this agreement) and your periodic statement. You understand and agree that we will change the account dividend/interest rates and annual percentage yields from time to time.

**9. Services and Fees.**

All fees assessed against you or your account are for services we provide to you, or as a result of actions you take or transactions you conduct under this contract, or a third person's or organization's actions against you or your account(s) at the credit union. The purposes and amounts of the various fees are provided to you in the accompanying Rate and Fee disclosures and noted in your periodic statement. We charge fees so that each member is responsible for the expense of each service or transaction utilized or incurred by that member, rather than imposing that cost on all members of the credit union. You understand and agree that account fees will change over time and that we will notify you of such changes as required.

**10. Account Insurance Coverage.**

We are committed to providing a safe and sound capital structure through the retention of earnings to assure the protection of our members' savings and deposits. In addition to the strength of our capital, members' funds are insured at a minimum of \$250,000 per member-depositor by the National Credit Union Administration (NCUA). Our staff is available to discuss your federal account insurance needs, and quite often we can assist you in establishing your accounts to obtain hundreds of thousands (if not millions) of dollars in National Credit Union Share Insurance Fund account insurance coverage through the use of one owner and multiple owner accounts, family member beneficiary/pod payee designations and other fiduciary relationship accounts.

**11. Lost Checks, Drafts and Cards.**

If a check, one of our checks, your checkbook, a box of checks, credit card, debit card, ATM card, your Personal Identification Number (PIN), is lost or stolen call us immediately at (585) 243-1500 and/or our website at [www.geneseevalleyfcu.com](http://www.geneseevalleyfcu.com). The sooner you contact us, the less liability you will have for unauthorized transactions on your account, and the sooner we can provide you with new checks, accounts, cards and PINs.

**12. Membership, Account, Service & Transaction Information.**

Only an account owner, signer, or agent specifically named on an account is entitled and can have access to information concerning membership, the account, a service or a transaction related to the account. If there are multiple account owners, signers or agents on an account, any owner, signer or agent may obtain all information about membership, the account, a service or a transaction pertaining to that account.

**13. All Accounts are Non-Transferable, Non-Assignable and Non-Negotiable.**

Your accounts at the credit union are nonnegotiable, nonassignable and nontransferable to another person or entity, which means that you may not endorse, negotiate, transfer, secure or pledge any of your accounts to a person or entity other than us for any reason. Unless a person's name appears on Part 1 of this contract, he or she will be denied access to the account unless otherwise required.

**14. Notice by Us to You & Notice by You to Us.**

The terms of this contract (and specifically Part 2, this agreement and the disclosures) are subject to change from time to time, and we will notify you of any changes to terms, rates and fees that affect your accounts and services as required. Written notice that we provide to you is effective when sent to you at the address provided by you in Part 1, Section 1 (or any updated address reflected in our records), postage paid US mail, or as applicable, when we have provided electronic notice in accordance with our established procedures if you have consented to receive notices electronically. We rely on the information that you provide to us in Part 1 of this contract for all your transactions and actions taken on your account, and will communicate with you only at the address provided by you in Part 1. It is your responsibility to notify us of any changes to this information, and if accepted those changes are incorporated into this contract by reference. In the event we attempt to locate you we may charge you a fee as specified in the Rate and Fee disclosures. For multiple owner accounts and organization accounts you agree that notice to one of the account owners or signers at the address provided in Part 1 of this contract is notice to all account owners or signers. Any notice that you provide to us is effective only when actually received and confirmed in writing by us at:

Geneseo Valley Federal Credit Union  
4621 Millennium Dr.

**15. Your Statement About Your Account(s), Services & Obligations.**

**a. Purpose and Receipt of Statement & Copies of Checks.** We will provide you with a periodic statement that shows all transactions and activity that occurred on your account(s) during the statement period. For multiple owner accounts and organization accounts with multiple signers you agree that the provision of one statement mailed to the address in Part 1, Section 1 of this contract is sufficient for all owners of and signers on the account. If you do not receive your periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive your statement in order for both you and the credit union to avoid and reduce losses on your account(s). You further agree that your statement is correct for all purposes and that we have no liability to you for any transaction on your account unless you notify us within the time periods for unauthorized transactions, errors or irregularities provided for in this agreement and the Electronic Funds Transfer disclosures (that follow).

When you write a check drawn on your account and the check is paid, we own and retain the original of the check, though we will make a copy of the check available to you upon request for a fee as specified in the Rate and Fee disclosures. You agree that both your statements and copies of your checks are made available to you on the date the statement is mailed to you at the address provided by you in Part 1, Section 1, postage paid US mail, or if you have so requested, when we make the statement available to you electronically.

**b. Your Responsibility to Examine the Statement for Errors and Fraud.** It is your responsibility to examine every statement and notify us of any and all unauthorized transactions, errors or irregularities as soon as possible. We may require you to confirm your notification in writing and assist us in addressing the transaction, error or problem. You are responsible for any altered, forged, unauthorized or unsigned check, draft or item drawn on your account if: (1) you do not notify us within thirty-one (31) calendar days of the mailing or electronically posting of the statement containing the notice of any altered, forged, unauthorized or unsigned check, draft or item, or (2) any check, draft or item where the alteration or forgery has occurred in such a manner that it would be undetectable by an ordinary person, which includes the unauthorized use of facsimile signatures. You assume this liability because you, as the owner of the account and drawer of the check, draft or item are in best position to detect any altered, forged, unauthorized signature or unsigned check, draft or item drawn on your account. As explained in Provision 6, you can determine an unauthorized amount because the amount on the statement does not match the amount you recorded on your check register. Similarly, you can detect forged drawer's signature on checks or counterfeit checks because there is a check number on your statement for a check that you did not write. Only you will know the checks, drafts or items that you have authorized as well as the amount you authorized, and can compare the information provided on your statement with your register or own records. You further agree that our retention of your checks, drafts or items does not affect your responsibility to examine your statements and notify us of any and all unauthorized transactions, errors or irregularities within the time limits provided in this agreement or as otherwise required.

As explained in our Electronic Funds Transfer disclosures (that follow), if your statement shows EFTs that you did not make, you must notify us within sixty (60) days after the statement was mailed to you to avoid responsibility for unauthorized EFTs.

**16. Changes to this Contract.**

We may change the terms of this contract from time to time, and we will notify you of any changes we make to terms, disclosures, rates and fees that affect your accounts, services and if applicable, loans, as required. You may change your one owner or organization account at any time by contacting us and completing a new Part 1 of this contract. You may change your multiple owner account at any time by contacting us and completing a new Part 1 of this contract, with the exception of adding or removing an account owner (or adding and removing an agent) in which case all account owners must sign a new Part 1 of this contract agreeing to the change. For multiple owner accounts, each owner understands that any owner acting alone may change or close the account, and that his or her signature on Part 1 of this contract confirms his or her agreement to any subsequent change made to the account by any other owner on the account. Furthermore, for organization accounts, we reserve the right to require any signer requesting a change to show us authority for the change from the entity's governing body (e.g., a resolution by the board of directors, certified partnership letter, etc.), and each signer's authority as a signer to make the requested change to the account.

**17. Exceptions to this Contract.**

We reserve the right to waive any term of this contract, though such waiver does not affect our right to enforce that term in the future.

**18. Security Interest in Funds Held in an Account.**

If you owe us money as a member, account owner, drawer, endorser, borrower, guarantor or any other capacity, you grant us a contractual security interest (and as applicable, any lien available under federal or state law) on any and all funds in all accounts that you are an owner of or have an ownership interest in no matter what the source of funds in the account(s). However, our security interest and lien rights do not apply to retirement accounts or real estate loans. At our discretion, we may apply the funds from any account you are an owner of or have any ownership interest in to pay off your obligations to us without notice to you at any time. If we elect to not enforce our contractual security interest (and if applicable statutory lien rights), our nonaction is not a waiver of our rights to enforce our rights at a later time. A

security interest granted by one owner of an account will continue to secure that owner's obligation to us even after that owner dies.

#### **19. Full Payment Checks.**

If you are repaying or making a payment on a loan or other obligation that you owe to us, please direct that payment according to our loan agreement or to the person at the credit union who contacted you about the obligation. You agree that any check that you attempt to write or negotiate to us that has a "full payment" legend (such as "Paid in Full") or other language intended to repay in full any of your outstanding obligations to us must be presented by you in person to an officer of our credit union (and must be for the full balance you are obligated to repay us including principle, interest, fees, costs and expenses). Otherwise any payment is accepted with full reservation of rights against you to recover any and all outstanding obligations or indebtedness owed to us.

#### **20. Legal Action Against Your Account for Funds or Information.**

**a. Legal Actions.** If your account(s) is/are subject to legal action, such as levy, garnishment, attachment or other court order, we may pay out funds from your account(s) in accordance with that legal action, or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all legal actions are subordinate to our contractual security interest and statutory lien rights. You understand and agree that you will be charged a research fee for any time spent by our staff addressing any legal, regulatory or governmental action initiated by any person or organization against you or your account(s), or for information concerning you or the account(s), or claim made by you for any transaction that ultimately is determined to be authorized, as specified in the Rate and Fee disclosures.

**b. Disputes Over or Uncertainty About an Account or Funds in an Account.** If there is a dispute between any person or organization over the account or the funds in the account, or we are uncertain as to who is entitled to access the account (or the funds in the account), we reserve the right to hold the funds in the account and may not release the funds in the account until all persons or organizations to the dispute or uncertainty agree in writing what should be done with the account (and the funds in the account) or until we receive a court order instructing us what to do. You agree that such a hold is beneficial to both you and the credit union to assure that only a person or entity who is entitled to the access the account and the funds in the account actually obtains access to the account and the funds held in an account. At our discretion, we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we will deduct our attorney fees and court costs from the funds to be deposited with the court.

#### **21. Your Obligations to Us.**

In the event we incur any loss, related expenses, fees, charges and/or liability on an account, or as a result of any transaction, dispute, uncertainty or membership matter concerning you, any owner on the account, your signer or agent, you agree that you are jointly and individually liable to us for the full repayment of that loss, and related expenses, fees, charges and/or liability. You agree that we may deduct any loss, related expenses, fees, charges and/or liability from your account(s) without notice to you. Additionally you also agree to pay any other reasonable charges, fees or expenses we may incur in conjunction with providing you membership, an account, or any transaction or related service(s) that are not covered by this contract. In the event either you or the credit union is required to initiate legal action to enforce or interpret any of the terms, responsibilities or liabilities of this contract, you and the credit union agree that the successful party is entitled to payment by the losing party for any collection costs incurred by either party or collection agency, and/or to reasonable attorney fees and costs, including those incurred on any appeal, bankruptcy proceeding and/or post-judgment action, unless otherwise limited or prohibited. You (and in the event of your death, your estate) agree to hold us harmless from and agree to indemnify and defend us against any claim or legal action arising from the exercise of our right to recover for any loss, expense, fees, charges and/or liability we incur as a result of your account and/or any transaction on your account. We may deny you services or expel you from membership at the credit union pursuant to our policies, or otherwise allowed, which includes causing us a loss.

#### **22. Our Responsibility for Errors.**

If we do not properly execute a transaction in accordance with this contract, we will be liable to you for losses up to the amount of the transaction (unless otherwise required). We will not be liable for: (1) your account having insufficient funds to complete a transaction, (2) losses that result from your negligence or the negligence of others, (3) your failure to adhere to any time limits provided for in this contract, (4) circumstances beyond our control that prevent the execution of a transaction, or (5) any losses incurred by your failure to adhere to any term of this contract. The credit union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the credit union. As result of a request or an order by you, should we ever disburse a greater amount funds based on your request to any person or entity that you know (e.g., relative, friend, employee, business associate, etc.), you agree to assist us in recovering our funds, including participation in litigation and prosecution.

#### **23. Accounts Deemed Inactive.**

Should any of your accounts have a balance less than the minimum balance required in our disclosures or you have not utilized our products or services that would exempt your account from our inactive account policy, we may deem your account to be inactive/dormant. We may charge an account inactivity fee/ dormant account fee as specified in the Rate and Fee disclosures. We charge fees on a member's inactive account because of the expense

incurred by all members in maintaining accounts that are not being used by a particular member (who additionally is not using our products or services that would otherwise justify us incurring the expense of maintaining the account). We will notify you at the mailing address you have provided us of your account's inactive status before imposing a fee, and will terminate the fee upon the account meeting the minimum balance and/or activity requirements.

#### **24. Funds Deemed Unclaimed Property.**

In the event there has been no activity on your account(s) and we have not been able to contact you for a period of years as specified and required by the applicable state unclaimed property law, your account(s) will be presumed abandoned and the funds in the account(s) will be remitted to the state as unclaimed property. Upon remittance of the funds in your account(s) to the state, your accounts will be closed and you will need to reclaim the funds by contacting the appropriate state agency.

#### **25. Closing Your Account.**

You may close your one owner account, and any owner alone may close a multiple owner account, at any time by notifying us in writing, subject to the terms of this contract. We are not responsible for any transactions that were initiated by you or other owners, signers or agents or that occur on your account, until the account is closed. You agree that if we pay any check, draft, item or transfer on your account after the account is closed you will reimburse us for the amount of the check, draft, item or transfer including any fee as specified in the Rate and Fee disclosures.

If you request a change to an existing account, we reserve the right to require you to close your account and open a new account. We may close your account at anytime and without notice if: (1) if we are dishonoring a number of items for insufficient funds, if a number of items taken for deposit are returned unpaid, or you stop payment on a check that would otherwise be returned for insufficient funds, (2) a number of checks have been lost or stolen, (3) any alteration, forgery or other fraud has occurred with respect to you or your account, (4) there has been any falsification, misrepresentation, or any other abuse by you or with respect to any of your accounts, (5) the balance of the account does not meet our minimum balance requirements for thirty (30) days, (6) we determine it is necessary in either to mitigate or prevent a loss to us, or (7) if you ever become abusive with, or threaten the safety of, any employee, volunteer, director, member, account owner, or third party affiliated with us. Whether your account is closed by you or us, that closure does not release you or any owner, signer, or agent from any fees, obligations or other liabilities incurred on the account before, in the process of, or after the account closed.

#### **26. Termination of Your Membership at the Credit Union.**

Membership at our credit union is privilege granted to you by the credit union and its members under state/federal law. However, you may elect to cease to be a member of the credit union at any time by providing us with written notice of your intention to terminate your membership, subject to the terms of this contract. You understand that termination of your membership does not absolve you of your responsibilities, obligations and liabilities to us under this contract.

In the interest of all members and to protect the credit union's assets, we reserve the right to expel any member for cause, which includes but is not limited to: (1) abuse of credit union employees, services or privileges, or other members, (2) failure to utilize credit union products or services to justify your continued participation in credit union membership, or (3) causing the credit union a loss. Copies of this policy are available upon request. You understand and agree that for the protection and safety of our employees, volunteers and/or any third party affiliated with us, if you ever become abusive with, or threaten the safety of, any our employees, volunteers, members, account owners and/or any third party affiliated with us, we may terminate your membership immediately and without notice.

#### **27. This Contract and State and Federal Law.**

While your membership, accounts and services are primarily governed by Parts 1 and 2 of this contract, they are also governed by applicable state law (the law of the state in which the service center where you opened your account is located, or if you opened your account by mail, telephone, or electronic access, the law of the State of New York), federal law, federal reserve regulations and operating letters, clearinghouse rules, and the general financial institution practices utilized in the areas our credit union serves, as amended or changed from time to time. If any term of this contract is in conflict with the applicable law, that term will be nullified to the extent that it is inconsistent with the law, and the law will govern. Should any term of this contract be declared invalid, unenforceable or unlawful by a court, that term will not affect the validity of any other terms of this contract, which will continue in full force and effect.

#### **28. Deceased Account Owners, Claims and Transactions.**

**a. Disbursal of Funds to Representative or Claimant.** If you own a one owner account and have not designated any beneficiaries on the account, in the event of your death the funds in the account will go to your legal representative (subject to the terms of this agreement).

If you own a multiple owner account and have not designated any beneficiaries on the account, in the event of your death your interest in the account and the funds in the account are owned by any surviving owner or owners of the account (subject to the terms of this agreement), and upon the death of the final account owner the funds in the account belong to that owner's legal representative (subject to the terms of this agreement).

You agree that any representative or claimant of your estate is bound by the terms of this contract. In the event of an account owner's death we may require any estate representative or other claimant of the funds held in a deceased owner's account(s) to evidence both his or her authority as the representative or claimant of the estate and identification as the estate representative or claimant before we will release any funds held in any account. We may require an estate representative or claimant or anyone who claims an interest in funds held in a deceased owner's account to indemnify us for any losses resulting from the claim before we will release the funds to the estate representative or claimant or other person. We may continue to honor all deposits, withdrawals, transfers and transactions on the account until we receive a certified copy of an account owner's death certificate, along with proof of the representative's, claimant's or third person's authority as the representative, claimant or creditor of the estate and identification as the estate representative claimant or creditor.

You understand that it is your responsibility, and not the credit union's, to assure that ownership and survivorship features of your accounts, as designated by you in Part 1 of this contract, accurately reflect and take into account your personal, domestic and business circumstances (such as, but not limited to, those created, changed or terminated by marriage, separation, divorce, children, death, or as a result of any agency, guardianship, conservatorship, trusts, wills, incorporations, partnership agreements, contracts, indebtedness, etc.). Under some state laws unless you irrevocably waive your rights to make testamentary dispositions from any account, you understand that certain account ownership and survivorship features such as "multiple/joint account ownership with right of survivorship" and "pod/trust account beneficiary/pod payee" designations, can be invalidated. Because it is your responsibility to assure that ownership and survivorship features of your accounts accurately reflect and take into account your personal, domestic and business circumstances, and because you can change or close the account at any time, you irrevocably waive your right to make a testamentary disposition from any account at the credit union, both now and in the future. In the event of your death you authorize us to rely exclusively on the terms of Parts 1 and 2 of this contract for all transactions on the account, and for any changes to, distributions from or closure of the account.

**b. Disbursal of Funds to Beneficiary(s)/POD Payee(s).** If you own a one owner account and have designated a beneficiary(s)/pod payee(s) in Part 1 of this contract, in the event of your death the beneficiary(s)/pod payee(s) will be entitled to the funds in the account (subject to the terms of this agreement) upon proof of your death and the beneficiary's/pod payee's identification. If you designate more than one beneficiary/pod payee on the account, in the event of your death each beneficiary/pod payee will be entitled to his or her (or its) proportionate share of the funds in the account (which will be determined by dividing the amount of the funds in the account by the number of beneficiaries/pod payees designated on the account), and will own those funds without right of survivorship. If a beneficiary/pod payee predeceases you, it is your responsibility to notify us and change the account accordingly.

If you own a multiple owner account and have designated a beneficiary(s)/pod payee(s) in Part 1 of this contract, in the event of your death your interest in the account and the funds in the account are owned by any surviving owner or owners of the account (subject to the terms of this agreement), and upon the death of the final account owner the beneficiary(s)/pod payee(s) will be entitled to the funds in the account (subject to the terms of this agreement) upon proof of death and the beneficiary's/pod payee's identification. If you designate more than one beneficiary/pod payee on the account, in the event of the death of the final owner on the account each beneficiary/pod payee will be entitled to his or her (or its) proportionate share of the funds in the account (which will be determined by dividing the amount of the funds in the account by the number of beneficiaries/pod payees designated on the account), and will own those funds without right of survivorship. If a beneficiary/pod payee predeceases you, it is your responsibility to notify us and make any changes to the account.

## DISCLOSURES

### Expedited Funds Availability Disclosures

This policy applies to checking accounts that you maintain with us. Deposits to other accounts may be subject to longer holds in our sole discretion.

### 29. General Policy.

Our policy is to make funds from your deposits available to you as quickly as possible while maintaining safe and sound business practices.

Funds from cash or electronic deposits may be available immediately. Funds from deposits made at automated teller machines ("ATMs") we do not own or operate will not be available until the fifth (5th) business day after the day of your deposit. ATMs that we own or operate are identifiable by our name displayed on the ATM. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit while we are open at any credit union branch, 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 our closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### 30. Reservation of Right to Hold.

In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$200 of your deposit will be available on the business day of deposit. If we are not

going to make all of the funds from your deposit available on the business day of deposit, we will notify you in writing at the time you make your deposit. We will also tell you when the funds will be available and the reason for the hold. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### 31. Holds on Other Funds.

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

### 32. Longer Delays May Apply.

We may delay your ability to withdraw funds deposited by check into your account an additional number of days under certain circumstances. Federal law provides for exception to the federal funds availability schedules when:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you in writing 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.

### 33. Special Rules for New Accounts.

The following rules may apply during the first thirty (30) days your account is open:

a. Funds from electronic direct deposits will be available on the day we receive the deposit.

b. If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. The first \$200.00 of your deposit will be available immediately for checks other than Special Checks. Funds from deposits of wire transfers and the first \$5,000 of a day's total deposit of Special Checks will be available on the first (1<sup>st</sup>) business day after the day of the deposit if the deposit meets certain criteria (for example, the check must be payable to you). Amounts in excess of the \$200 for checks other than Special Checks and \$5,000 from Special Checks will be available five (5) business days after day of deposit. If a check qualifies for a Longer Delay- it may be held according to that policy and you will be notified.

c. Funds from all other check deposits may not be available until the seventh (7th) business day after the day of your deposit.

**6. Special Checks:** In most cases funds from the following deposits will be available on the business day of the day of the deposit. These checks include:

- US Treasury checks payable to the account holder.
- Federal Reserve Bank checks and US Postal Money Orders payable to the account holder.
- Cashier's checks, certified checks and teller checks made payable to the account holder.
- New York State or Local government (local to this area) checks payable to the account holder.
- Checks drawn on Genesee Valley Federal Credit Union.

### 7. Foreign Checks.

Funds will be available upon collection.

### 8. Payroll Checks.

The credit union will work with members to expedite clearing of payroll checks. We can not guarantee immediately availability, but we will notify you of the availability schedule on these deposit items.

### 9. Third Party Checks.

Third party checks require all parties show proper ID (Driver's license or other valid photo ID with signature) and sign the check in front of the credit union teller in order for the deposit to be processed.

## ELECTRONIC FUNDS TRANSFERS

The following disclosures set forth your and our rights and responsibilities concerning electronic funds transfers. Electronic funds transfers ("EFTs") are electronically initiated

transfers of money involving a deposit account at the credit union and multiple access options including online account access, direct deposits, automated teller machines (ATMs), MasterCard Debit Card/ ATM Card ("Card"), and Audio Response System (P.A.T.) services.

## 1. EFT Services.

a. **Automated Teller Machines ("ATMs").** You may use your Card and personal identification number (PIN) in ATMs of the credit union, and such other machines or facilities as the credit union may designate. At the present time, you may use your Card to:

- Withdraw cash from your savings, or checking accounts.
- Make deposits to your savings, or checking accounts (not all machines will accept deposits).
- Make inquiries on your savings or checking accounts.

b. **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 of federal recurring payments, such as Social Security, to your savings or checking account. You may also receive preauthorized transfers from another member's account with the credit union.

c. **Pre-authorized Debits.** You may make periodic direct withdrawals from your savings or checking account to a particular person or company at least periodically which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

d. **Home Banking.** If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online access services is [www.geneseevalleyfcu.com](http://www.geneseevalleyfcu.com). You may select a security code. You must use your security code along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The credit union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

- Transfer funds between your savings, checking, money manager, and loan accounts.
- Obtain account information related to your savings, checking, and money market accounts regarding current balance, history, interest, rates, payroll, and automatic deductions.
- Make loan payments from any savings or checking account to a loan account of yours.
- Make bill payments using the Online Banking service.

Transactions involving your savings accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

e. **MasterCard Debit Card.** You may use your MasterCard Debit Card to purchase goods and services any place MasterCard is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the credit union may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or may terminate all services under this Agreement.

f. **Phone Automated Teller (P.A.T.).** If we approve your application for telephone access to your accounts under the P.A.T. service, you may use a telephone to access your account by calling 1-800-403-6637. You must use your PIN along with your account number to access your accounts. At the present time you may use the P.A.T. service to:

- Obtain balance and activity information on your savings and loan accounts.
- Transfer funds between savings, checking, and line of credit accounts.
- Find out if a check has been paid.
- Obtain year-to-date dividends received.
- Request payment and balance information on installment loans, lines of credit, and mortgage loans.
- Request stop payment and account statements.

g. **Electronic Check Transaction.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases, pay bills, or pay other obligations ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4 (Member Liability). You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

## 2. Service Limitations.

### a. Automated Teller Machines.

i. **Withdrawals.** Cash withdrawals from ATMs can be made as often as you like. You may withdraw (or transfer to another account) up to \$600 (if there are sufficient funds in your account) per business day. For purposes of determining whether you have reached the daily limit, a day ends at midnight.

### b. Online Banking Service.

i. **Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a savings account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

ii. **Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

iii. **E-Mail and Stop Payment Requests.** The credit union may not immediately receive e-mail communications that you send and the credit union will not take action based on e-mail requests until the credit union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Membership and Account Agreement. Contact the credit union immediately regarding an unauthorized transaction or stop payment request.

c. **MasterCard Debit Card.** There is no limit on the number of MasterCard Debit Card purchase transactions you may make during a statement period. MasterCard purchases are limited to \$2500 per day (total purchases and cash back) or the balance available in your account, whichever is less. The credit union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The credit union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the MasterCard Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

i. **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 in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

ii. **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. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful or if we believe in good faith that the transaction is being started without your authorization.

iii. **Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by MasterCard is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you may be charged an International Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

## 3. Security of Personal Identification Number.

The personal identification number or PIN is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that person may use the P.A.T. online services, or check card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the credit union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of

these PINs and the credit union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

#### 4. Member Liability.

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN and accessed your accounts without your authority, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For MasterCard Debit Card purchase transactions, if you tell us within two (2) business days, you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 that someone has used your Card or PIN without your permission or you have lost your Card, call: (585) 243-1500

or write: General Manager, Genesee Valley Federal Credit Union, 4621 Millenium Dr. Geneseo, NY 14454

#### 5. Business Days.

Our business days are Monday through Friday. Holidays are not included.

#### 6. Fees and Charges.

There are certain charges for the EFT services as set forth on the Rate and Fee Disclosure. The credit union reserves the right to impose service charges at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

#### 7. Right to Receive Documentation.

a. **Periodic Statements.** All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

b. **Pre-authorized Credits.** If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can call us at (585) 243-1500 to find out whether or not the deposit has been made.

c. **Terminal Receipt.** You get a receipt at the time you make any transaction using an ATM, POS terminal, or MasterCard Debit Card.

#### 8. Account Information Disclosure.

We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make in the following circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

#### 9. Credit Union Liability for Failure to Make Transactions.

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 will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, credit union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to

us via the online access service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The credit union will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or credit union instructions for making transfers.
- If your computer fails or malfunctions or if the credit union's online access system was not properly working and such problem should have been apparent when you attempted such transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use your Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.
- If the error was caused by a system beyond the credit union's control such as your Internet Service Provider, any computer virus, or problems related to software not provided by the credit union.
- If you have not given the credit union complete, correct, and current instructions so the credit union can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain your Card in certain instances, in which event you may contact the credit union about its replacement.
- We may establish other exceptions in addition to those listed above.

#### 10. Termination of EFT Services.

You agree that we may terminate this Agreement and your use of any EFT services, if you, or any authorized user of your account or PIN breach this agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card, account or identification code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

#### 11. Preauthorized Electronic Funds Transfers.

a. **Stop Payment Rights.** If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the credit union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The credit union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell us 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 account would fall outside certain limits that you set.

c. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments 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.

#### 12. Notices.

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the credit union account and any future changes to those regulations.

#### 13. Billing Errors.

In case of errors or questions about electronic funds transfers, telephone us at (585) 243-1500 and send us a written notice. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your

complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for MasterCard Debit Card transactions) 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 recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

#### 14. ATM Safety Notice.

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.

### PRIVACY POLICY

#### 15. Our Privacy Pledge.

At Genesee Valley Federal Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by the credit union. This notice explains what types of member information we collect and under what circumstances we may share it.

#### 16. Member Information We Collect.

The credit union collects only relevant information about members that is needed to establish and maintain your account and services as the law allows or requires us to collect. We may collect personal and financial information about you (member information) which is "nonpublic." The member information we collect varies depending on the accounts and services you request and use. We collect information about you from the following sources:

- a. **Application Information.** We retain personal information we receive from you on any application you provide for membership, deposit account, EFT services, loans, or other credit union services. This information includes: name, address, social security number, birth date, phone number, employment and financial status, and credit history.
- b. **Your Transactions.** Any time you make a transaction on one of your accounts, including ATM or card transactions, loan advances, transactions through Online Banking, over the phone or at a branch we retain the transaction information, including: your account number, the date, amount, location of the transaction, and other pertinent information.
- c. **Credit Reports and Marketing Information.** When we evaluate your application for an account or service, we may request a credit report about you from a consumer reporting agency. We retain the personal and credit history information about you and we may use it to evaluate future account service requests. From time to time, we also obtain demographic household information about members and potential members from marketing information firms.
- d. **Online.** We obtain information online when you visit our website, [www.geneseevalleyfcu.com](http://www.geneseevalleyfcu.com). This includes retaining information you provide us on any online application, Online Banking transaction or information you send to us by e-mail.

#### 17. Member Information We Share.

In order to provide financial services to you, we share certain information about you with our third party service providers. However, we only share information to the extent necessary to service your account or offer new services to you. If we share your information, it is with the goal of bringing you quality services, more choices, and greater convenience. Information we may have about former members is generally only shared or disclosed if necessary to enforce or administer an account or as required by law.

- a. **Sharing Information with Third Party Service Providers.** In order for us to conduct our operations, including servicing your account or processing your transactions, we need to share information with our service providers, including: data processing companies, check,

ATM and other payment processing companies, payment networks, loan service providers, collection agencies, credit reporting agencies, financial planners, securities brokerage, and insurance companies, and financial service providers with whom we have joint marketing agreements. These service providers act on our behalf and have agreed in writing to keep the member information we provide to them confidential. We share the following categories of information to third party service providers depending on the specific services provided:

- Personal information (name, address, and account number).
- Account information (type of accounts, account balances, and transaction history).
- Transaction information (dates, amounts, locations, and type of transaction).

We do not sell member information nor share your account numbers with independent third party marketers offering their products and services. While we may assist in offering financial products and services of our contracted financial service providers, we control the member information used to make such offers.

- b. **Sharing Information as Legally Required or Permitted.** We may share any member information of yours in response to a lawful request issued by a court, government agency, or regulatory authority or as permitted by law in order to administer or enforce your account. We may also share our experience information about you with credit bureaus. Our reporting to credit bureaus is governed by the Fair Credit Reporting Act, which affords you the right to make sure that your credit bureau reports are accurate.

#### 18. Our Confidentiality and Security Safeguards.

We maintain strict policies and security controls to assure that member information in our computer systems and files is protected. Our employees and agents are permitted access to member information that they may need to perform their jobs and to provide service to you. Our employees and agents have access to such member information as necessary to conduct a transaction or respond to your inquiries. All employees and agents are trained to respect member privacy. No one except our employees and agents have regular access to the credit union computer system and records storage. The credit union has established internal security controls, including physical, electronic, and procedural safeguards to protect the information you provide us and the information we collect about you. We will continue to review our internal security controls to safeguard your member information as we employ new technology in the future.

#### 19. Online Privacy Protections.

At our website, [www.geneseevalleyfcu.com](http://www.geneseevalleyfcu.com), you may apply for accounts and services and you may communicate with us via e-mail. To protect the information you provide us online, we use multiple levels of security. The application information we accept online and our Online Banking service relies on industry standard "Secure Sockets Layer" (SSL) encryption to secure your transaction information and communication. Generally, our e-mails are not secure. When you visit our website, you can access site information, without revealing your personal identity. However, in order to help us identify you for future site visits, we use "cookies" to track your visit. A "cookie" is a piece of information that our web server stores on your computer hard drive and retrieves later. The cookie will not request, require or collect personal identity information and you remain anonymous. Your member information is not accessed by or stored within a cookie in any way.

#### 20. Protecting Children's Information Privacy.

Our online financial services are not designed for or directed toward children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.

#### 21. Privacy Policy Inquiries.

If you have any questions about our privacy practices, contact us by calling (585) 243-1500 or writing to us at Genesee Valley Federal Credit Union, 4621 Millenium Dr., Genesee, NY 14454.

#### Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act 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, physical address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We will let you know what additional information is required.