

AMENDMENT TO BETHPAGE FEDERAL CREDIT UNION CONSUMER MEMBER ACCOUNT AGREEMENT AND BUSINESS MEMBER ACCOUNT AGREEMENT

Effective July 1, 2020, Bethpage Federal Credit Union (“Bethpage”) amended the terms of the **Funds Availability Policy** section contained in its **Consumer Member Account Agreement** and **Business Member Account Agreement**. The **Funds Availability Policy** section of the **Consumer Member Account Agreement** and **Business Member Account Agreement** is deleted in its entirety and replaced with the below **Funds Availability Policy**. The changes to the **Funds Availability Policy** are set forth below in *italics* and **bold** type. Except as provided herein, all other terms of your agreements with Bethpage remain in effect.

FUNDS AVAILABILITY POLICY EFFECTIVE JULY 1, 2020

This policy statement applies to all Bethpage accounts.

Your Ability to Withdraw Funds

Our general policy is to make funds from your deposits available on the same business day we receive your deposit. Funds from electronic direct deposits and wire transfers will be available on the day we receive the deposit. Certain specified check deposits will also be available as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks you have written and other payments you have authorized. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If you have any questions, please contact us.

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day with a teller at one of our branches, we will consider that day to be the day of your deposit. If you make a deposit at an ATM before 6:00 PM local time on a business day that we are open, we will consider that day to be the day of your deposit. If you make an ATM deposit after this stated time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Branch Deposits:

If you make the deposit in person, funds from the following check deposits are available on the day of deposit:

- Checks drawn on Bethpage Federal Credit Union.
- U.S. Treasury, Federal Reserve Bank and Federal Home Loan Bank checks and U.S. Postal Money Orders that are payable to you.
- State and local government checks that are payable to you.
- Cashier’s, certified, teller’s and travelers checks that are payable to you.
- Payroll checks issued by a Bethpage Corporate Partner (“SEG”) or computer generated payroll checks or payroll checks accompanied by the corresponding pay stub made payable to you.
- All other checks (aka “Local Checks”) payable to you.

Second Day Availability

ATM Deposits:

Remote Deposit Capture Deposits:

Bethpage Account Deposits made at Shared Branch Locations:

The first **\$225** of checks deposited at an ATM, via Remote Deposit Capture using a phone or scanner device, and deposits made at a Shared Branch location will be available on the day of deposit. The balance will be made available on the second business day after the day of your deposit.

Case by Case Delays May Apply

In some cases, we will not make all of the funds you deposit by check available to you on the same business day as your deposit. Deposits from local checks may not be available until the second business day after the day of your deposit on a case by case basis; however the first **\$225** of your deposits will be available on the same business day. If we are not going to make all of the funds from your deposit available on the same business day for deposits made in person, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action to delay your funds 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.

Longer Delays May Apply

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

- We believe the check you are depositing will not be paid.
- You deposit checks totaling more than **\$5,525** on any one business day to any account(s) you maintain at Bethpage Federal Credit Union.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account(s) repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The first **\$225** will be available on the day we receive your deposit. The balance will be available no later than the fourth business day after the day of your deposit.

Special Rules for New Member Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open:

- Funds from deposits of cash, electronic direct deposits, and wire transfers to your account will be available on the day we receive the deposit.
- Payroll checks issued by a Bethpage Corporate Partner (“SEG”) or computer generated payroll checks or payroll checks accompanied by the corresponding pay stub made payable to you, will be available on the day we receive the deposit.
- The first **\$5,525** of a day’s total deposits of cashier’s, certified, tellers, travelers, and federal, state and local government checks payable to you will be available on the day we receive the deposit. The balance will be available on the fourth business day after the day of your deposit.
- The first **\$225** of a day’s total deposits of personal checks payable to you, drawn on a financial institution other than Bethpage Federal Credit Union will be available on the day we receive the deposit. The balance will be available on the fourth business day after the day of your deposit.

Holds on Other Funds

Check Cashing:

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. (These funds will be available at the time funds from the check we cashed would have been available if you had deposited the check.)

Other Accounts:

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.

Please ask us if you are unsure about when funds from a deposit will be available.

Business Member Account Agreement.

Effective October 20, 2017.

Important account information for our members:

- Terms and Conditions
- Wire Transfer Agreement and Disclosure
- Funds Availability Policy
- Substitute Checks and Your Rights
- Electronic Funds Transfers Agreement and Disclosure
- Business Products Information

Please retain this agreement for your records.

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TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. These rules are subject to change and by continuing to have an account with us, you agree to the changes. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of New York and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, in our sole discretion from time to time. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

MEMBERSHIP ELIGIBILITY - To join Bethpage Federal Credit Union, you must purchase and maintain at least one share as required by the credit union's bylaws. A joint tenant on any account offered by this credit union cannot vote, borrow money, or hold office, unless the joint tenant is also a qualified member.

ACCOUNT OPENING RESTRICTIONS - Bethpage has elected not to open business accounts for (i) Money Service businesses (MSBs) or its agents as defined in the Non-Bank Financial Institutions - Overview section of the Federal Financial Institutions Examination Council ("FFIEC") BSA/AML Examination Manual, (ii) marijuana businesses and related marijuana businesses, and (iii) Third Party Payment Processors (TPPPs). Bethpage reserves the right to deny membership to any other entity on the Non-Bank Financial Services list or mitigate its risk exposure. Business Accounts that participate in unlawful internet gambling transactions are prohibited by UIGEA (Unlawful Internet Gambling Enforcement Act). If prohibited transactions are conducted, Bethpage reserves the right to close the accounts.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of

credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for check deposits payable in foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail until we actually receive them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even if it is presented for payment prior to the date of the check. You may not write postdated checks and Bethpage will not be liable in any way for payment of postdated checks, or non-payment of other items due to the payment of postdated checks.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item.

We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

PAYMENTS AND OVERDRAFTS - Bethpage is under no obligation to pay a check or other item presented for payment which exceeds the Available Balance in your account. The Available Balance takes into account funds available for automatic transfer from a linked Line of Credit account, amounts deducted from the Available Balance for pending debits not yet posted to your account plus any holds on deposits. Bethpage may, at its election, choose to pay a check or other item even if such payment creates an overdraft in the account. If checks are written or debits initiated for amounts in excess of the account Available Balance, Bethpage may transfer funds from any Business Savings Account maintained by the business entity whose name appears on the Business Account Signature Card, to repay the overdraft in this account.

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay.

HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT

This section explains generally how and when we post transactions. This information may assist you with understanding how much money you have and how much may be available to you at any given time. The processing order may differ from the order you make the transactions and could also impact your Available and Total balances.

Transaction Type	Description and Order
"Real Time" transactions	Certain transactions are considered "Real Time" transactions that occur and post to your account generally when they are initiated during the course of the day. These include for example, ATM Transactions, Teller Transactions, POS Debit Card Transactions processed through the PIN network, Wire Transfers and other account transfers you initiate in the Branch, ATM, Call Center or Bethpage Online Banking.
Other "Batch" Transactions	Other transactions are grouped together in batches by similar transaction types, and post to your account at various times during the day. Credits in each batch post first and debits generally post in lowest to highest amount order: <ul style="list-style-type: none"> - ACH credits & debits (3 files processed at various times during the day). - Bethpage online bill payments, check payments and similar items. - POS transactions processed through the Mastercard network can settle throughout the day.
Bank Initiated	<ul style="list-style-type: none"> - Bank initiated fees such as overdraft or returned check fees will generally post after the transaction to which it applies for ACH and items such as checks, or at the end of the processing cycle for online banking and POS debit card transactions. - Interest posting and automatic account transfers generally post at the end of our processing day.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. We reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy us that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter. If you open an attorney trust account, including an Interest on Lawyers Trust Account (IOLTA) or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if applicable state requires notice of those events.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - If the account is not owned by a natural person (for example, if it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the account holder must provide us with evidence to our satisfaction of the authority of the individual who signs the signature card to act on behalf of the account holder. We will also conduct due diligence to determine the individuals that own and control the corporation, partnership, limited liability company, sole proprietorship, unincorporated association. No Payable on Death (POD) beneficiary designation or other designation shall apply to the account. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the account holder. You agree to notify us in writing of any changes in the person(s) authorized, or the form of ownership or the conversion to a different type of business entity. We may rely on your written authorization until such time as the credit union is informed of changes in writing and has had a reasonable time to act upon such notice. You agree that Bethpage shall have no notice of any breach of fiduciary duties arising from any transactions by any agent of the account owner, unless Bethpage has actual notice of such breach. Bethpage may consider your business as continuing as described on the business account application you completed until Bethpage has received written notice from at least one of the business owners (or person designated by the business) and has had a reasonable time to act on that notice. Bethpage may require that third-party checks payable to a business may not be cashed, but must be deposited to a business account. If we receive conflicting instructions or a dispute arising as to authorization with regard to the handling of the account, you agree we may place a hold on the account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold. A business owner is the only individual entitled to add and delete authorized signers. This may be accomplished by completing business account documentation.

DORMANT ACCOUNTS - In New York, your account will be considered dormant if all of the following occur for three consecutive years: (1) deposits are not made to your account; (2) withdrawals are not made to your account; or (3) the credit union does not receive any correspondence from you which indicates that you know that your account with the credit union is still in existence. Dividend crediting is not considered a deposit for this purpose. In accordance with the N.Y. State Dormant Property Law, dormant funds will be turned over to the State of New York. You may submit a claim for return of the funds to: Office of the State Controller, Office of Unclaimed Funds, 110 State Street Albany, New York 12236.

Dormant funds will be turned over in other states in accordance with that state's law. Subject to applicable law, we will charge your account dormancy and escheatment fees as well as charges for costs related to delivery of abandoned property to the State.

Inactive Member Savings Accounts - Inactivity fees may be charged to your account for each month your account remains inactive after 12 months. An account is considered inactive if; there has been no deposit and/or withdrawal activity and your member share savings account has a balance of \$100 or less and is the only non-investment product you have with Bethpage. (See Fee Schedule for additional information.)

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to act on your behalf pursuant to a valid power of attorney. A power of attorney continues until your death. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death

of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

The New York General Obligations Law provides for statutory forms of power of attorney (the "New York Statutory Short Form"), which must be accepted by us if in proper form and properly completed and executed. If other than the New York Statutory Short Form is used, or a non New York State power of attorney is presented, we will be under no obligation to accept the power of attorney unless it is in a form acceptable to us in our sole and absolute discretion.

We may refuse to comply with a power of attorney for reasonable cause and/or until agent (or agents if applicable) executes an affidavit provided by Bethpage.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

STOP PAYMENTS - A stop-payment order for a check written on your account must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. When you place your stop payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Generally, if your stop-payment order is given to us it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six month period.

You may not stop payment on a Cashier's Check (except as otherwise provided by applicable law), or on any item that has already cleared or has been paid. The fee for a stop-payment order is listed in our Fee Schedule.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. We may charge your account a fee for each transaction in excess of the number permitted. Please refer to our Fee Schedule for the amount of the Excess Transaction fee.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Business Product Information section herein or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s). We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. We may restrict or suspend access by a member to any or all products or services, except the basic rights of a member to vote in annual and special meetings and retain a share account, if a member engages in conduct that is abusive to the credit union and its membership. This conduct includes, but is not limited to: actions that abuse the products or services of the credit union; abusive or threatening behavior; and suspicious, fraudulent, illegal, dishonest, or deceptive activities. Restrictions or suspensions of accounts, products, and/or services will be reasonably related to the nature of the member's conduct. This policy will also apply to joint owners and authorized users of accounts, products, and services. When a member is delinquent on a loan or has caused us a loss, we may deny that member's subsequent application for any new product or service that would allow the member to obtain further products and/or credit from us or cause us a further loss. Pursuant to our bylaws and the Federal Credit Union Act, members may be expelled at a special meeting called for the purpose of expelling those members.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable care and promptness." Also, if you discover (or reasonably should have discovered) any unauthorized transactions, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. The loss you might bear could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, except as defined for certain errors covered in the Electronic Fund Transfers section of this Agreement have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Your duty to report other errors - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, for certain errors covered and further explained in the Electronic Fund Transfers section of this Agreement, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., online banking computer or debit card transactions) refer to your Electronic Fund Transfers Agreement and Disclosure for Business Accounts and the sections on liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to your account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to your account if the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks include but are not limited to: "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. We are not

responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. To the extent applicable by law, we reserve the right in our sole discretion to refuse to accept any check presented for deposit or for encashment.

CHECK CASHING FOR NON-ACCOUNT HOLDERS - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint. To the extent applicable by law, we reserve the right in our sole discretion to refuse to accept any check presented by a non-member or non-account holder.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

CREDIT VERIFICATION - You authorize the Credit Union to verify any information provided on this application, to inquire of references and other account relationships, and to obtain business and consumer reports from credit reporting agencies on you.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided within our Fee Schedule may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., a Debit Card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. If you are negligent in safeguarding your checks we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service for your account we may need to contact you about your account from time to time by telephone or text messaging. By providing us with a telephone number at any point, you grant us prior express consent (as that term is used in 47 U.S.C. § 227 and 47 CFR § 64.1200) to contact you for informational purposes about your account(s) pursuant to the Telephone Consumer Protection Act of 1991 (TCPA) and its related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account(s), and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes unless you expressly agree in writing that we may call or text a designated number for such purposes.

With the above notification you understand that we may contact you regarding this account throughout its existence using any telephone number that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we contact you on is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further understand you authorize us to contact you regarding your account through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or revoke consent at any time using any reasonable means to notify us. We may also contact you about your account from time to time by email. Pursuant to the Controlling the Assault Non-Solicited Pornography And Marketing Act of 2003 (CAN-SPAM) you can opt out of receiving such emails.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See the Early withdrawal penalties section of the BUSINESS PRODUCT INFORMATION SECTION, Business Certificate Accounts within this Agreement for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS -

Provisional Credit - You agree to be bound by the Operating Rules and Guidelines of NACHA, the Electronic Payments Association ("NACHA Rules") for transfers through the Automated Clearing House ("ACH") network and to Article 4A of the Uniform Commercial Code as adopted in the state of New York ("UCC"), as applicable. These rules provide, among other things, that payments made to you or originated by you, are provisional until final settlement is made through the ACH network, a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 of the UCC.

Refund of Credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited.

Erroneous Execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Notice of Credit or Debit - You agree that we are not required to provide you with a separate notice of incoming or outgoing wire and ACH transfers. We notify you by listing the wire and/or ACH transfer on your account statement.

These provisions are in addition to all other provisions regarding outgoing wire transfer requests as set forth in the "Wire Transfer Disclosure and Agreement" section of the Member Account Agreement (the "Wire Agreement"). To the extent any such terms or provisions in the Wire Agreement may be inconsistent with the terms and provisions in this Member Account Agreement, the Wire Agreement will govern and control with respect to the transactions described therein.

International ACH and Wire Transactions - Bethpage Federal Credit Union does not generally allow international outgoing ACH transfers. Any international outgoing ACH or wire transfer that Bethpage Federal Credit Union chooses to allow will be subject to the terms and conditions as set forth in the Wire Agreement.

We may, in our sole discretion, accept incoming international ACH and wire transfers, subject to review. We are required by law to scrutinize or verify any international ACH or wire transaction received from a sender or sent to a beneficiary, against the Specially Designated Nationals ("SDN") list of the Office of Foreign Assets Control ("OFAC"). This action may, from time to time, cause us to temporarily suspend processing of the transfer and potentially affect the settlement and/or availability of such payments.

NCUA INSURANCE - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. Funds are insured to at least \$250,000 per share owner for each account ownership category. If you have an IRA, it is separately insured for up to \$250,000. Accounts for Partnerships and Corporations are separately insured for up to \$250,000. Accounts for Sole Proprietors are not insured separately from your individual accounts. Adding Authorized Signers to your accounts does not increase insurance coverage. If you want a more detailed explanation or additional information about

NCUA share insurance, you may visit the NCUA website at www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

LOST, DESTROYED, OR STOLEN OFFICIAL, CASHIER'S, OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen official, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of an official check) or payee of the check, (b) we must receive written notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the written notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of an official check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will redeposit funds to your account or issue another official check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. If you do not provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. If prohibited transactions are conducted, Bethpage reserves the right to close the accounts.

WIRE TRANSFER AGREEMENT AND DISCLOSURE

This Wire Transfer Agreement and Disclosure ("Wire Agreement") defines the responsibilities of Bethpage Federal Credit Union ("Bethpage" "we", "us") and our member ("Member", "you", "your") responsibilities for the transfer of funds from your account with us ("Authorized Account") for credit to an account at another financial institution, in accordance with instructions we receive from you as described herein.

The terms used in this Wire Agreement have the meaning given to them in Article 4A of the UCC - Funds Transfers (UCC 4A), unless otherwise defined herein. Defined terms, whether or not capitalized, shall have the meaning ascribed to those terms in this Wire Agreement or, if not otherwise defined herein, in the Member Account Agreement. In the event of a conflict, the definition in the Wire Agreement shall have priority.

Definitions

- **Payment Order** - A "Payment Order" is an order or an instruction by you, as sender, to Bethpage as the receiving financial institution directing the transfer of funds to a designated account or beneficiary at another financial institution.
- **Funds Transfer** - A "Funds Transfer" refers to the transfer of funds from your Authorized Account, for credit to an account of a certain recipient or beneficiary at another financial institution by Wire Transfer method of payment. A Funds Transfer is completed by the acceptance by the beneficiary's bank of a Payment Order for the benefit of the beneficiary of the originator's (your) order. Your Funds Transfer request cannot state any condition of payment to the beneficiary. A Funds Transfer is also referred to in this Wire Agreement as a "Wire Transfer" or, in the case of an international Funds Transfer made by a consumer for personal, family or household purposes, a "Consumer International Wire."

Funds Transfer Systems and Wire Transfer Laws and Rules

This Wire Agreement will apply to Wire Transfers processed through Fedwire, or any other method of transmission we consider suitable. "Fedwire" is the Federal Reserve Wire Network used by Bethpage to initiate wires transfers that are immediate, final, and irrevocable once processed. This Wire Agreement is also subject to rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this Wire Agreement is determined to be unenforceable, the rest of the Wire Agreement remains effective. This Wire Agreement does not apply to a Funds Transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except for a Consumer International Wire, which qualifies as a remittance transfer as defined in Regulation E, subpart B.

Wire Transfers authorized under these terms and conditions may involve one or more funds transfer systems, such as Fedwire, the Clearing House Interbank Payments Systems (CHIPS) or the Society for Worldwide Interbank Communication (SWIFT). As applicable, the rules of the appropriate funds transfer system(s) will apply along with applicable law. Subpart B of Regulation J and UCC Article 4A apply to Funds Transfers made through Fedwire. You agree to be bound by all funds transfer system rules that apply to your Funds Transfer requests.

Compliance with Anti-Money Laundering, OFAC Sanctions, Exchange Control - You agree not to violate the laws or regulations of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury Office of Foreign Asset Control (OFAC).

Wire Agreement Controls - Both you and we will be bound by this Wire Agreement. If there is a conflict between this Wire Agreement and something said by one of our employees, you agree that this Wire Agreement controls. Additionally, to the extent any such terms or provisions discussed in this Wire Agreement may be inconsistent with the information on the Wire Transfer Request Form provided to you to initiate a Wire Transfer, the Wire Agreement will govern and control. We reserve the right to supplement or amend this Wire Agreement at any time. Your continued use of the Wire Transfer services will indicate your acceptance of such revised terms and conditions, as applicable.

Authorized Account and Wire Transfer Request - Payment for all Wire Transfer requests must be made by a transfer of funds from an Authorized Account you have with us. Such Authorized Account must be a Member Savings, Checking, or Money Market account you designate as a source of payment for the Wire Transfer.

Subject to our review and acceptance, by completing our Wire Transfer Request form or similar instructions in regard to a Funds Transfer Request acceptable to Bethpage, in its sole discretion, you authorize Bethpage to debit your Authorized Account for the amount of your requested Wire Transfer, plus any applicable fees and service charges, subject to: (i) this Wire Agreement, (ii) any applicable limit as to amount or beneficiary (i.e., recipient) as may be imposed by us, and (iii) that your request for a Wire Transfer was executed in accordance with the agreed upon security procedures.

Acceptance of your Wire Transfer Request - We are not obligated to accept any Wire Transfer request you give to us, although we normally will accept your request subject to the terms and conditions in this Wire Agreement.

We reserve the right to reject your Funds Transfer request without cause or prior notice. We may reject your request if: (i) the dollar value of one or more of your transfer requests exceeds an applicable daily transfer limit Bethpage may impose, (ii) you have insufficient available funds in your Authorized Account for the amount of the Funds Transfer and applicable fee, (iii) your request is incomplete or unclear, (iv) we are unable to confirm the identity or authority of the person providing the request, (v) it would violate any guideline, rule, policy or regulation of any government authority or funds transfer system, (vi) the request is in violation of any of our Security Procedures, as described herein or (vii) we are unable to fulfill your request for any other reason.

Wire Transfer Request Limitations - For purposes of this Wire Agreement, a "Business Day" is any day that is not a Saturday, Sunday or federal holiday.

- **Channel:** Unless other arrangements have been expressly agreed to by us, Wire Transfer requests by members must be made either in person at one of our branches, by calling our call center or, for domestic wires only, through Online Banking.
- **Request Date:** Wires requested through any channel must be received on the business day of the intended transfer and may not be scheduled in advance at this time. However upon completion of a pending upgrade to our Online Banking and Mobile Banking Digital Services anticipated for the 4th quarter of 2017, members will be able to schedule domestic wires in advance and on a recurring basis through Online Banking.
- **Amount:** Domestic Wire Transfer requests initiated through our Online Banking web site may not exceed \$250,000 a day.

Cut-Off Time - In order to process your Wire Transfer request on any given Business Day, we must receive your instructions prior to 2:45 PM ET ("Cut-Off Time"). Requests received after the Cut-Off Time may be deemed to be received on and will be processed on the following Business Day, as set forth below. The Cut-Off Time is subject to change without advance notice. We may, in our discretion, attempt to process your instructions after the Cut-Off Time, but we will have no obligation to do so and will have no liability for deeming the instructions

received on the following Business Day. In order to allow for sufficient time to process your wire, check with your local Branch or our Call Center.

Payment and Processing of your Wire Transfer Request - Payment for all Wire Transfer requests will be funded by a transfer from an Authorized Account that you designate as the source of payment for your request. You understand and agree that we will make the determination to pay or reject your Funds Transfer request on the day the Wire Transfer is executed based on your available balance in the account you designate at the time we process the Wire Transfer request. Transfers from linked Overdraft Protection accounts to cover insufficient funds in your designated account are not permitted.

For domestic Funds Transfers, if your Wire Transfer request is received by us on (i) a day that is not a Business Day; (ii) a Business Day after the Cut-Off Time; or (iii) a Business Day where the time or circumstances do not permit the security procedures to be completed on the same Business Day, you agree that the Funds Transfer will not be processed until the next Business Day. If your request is for a Consumer International Wire or any other type of international Funds Transfer, if we cannot process your request on the same Business Day it is received, the request will be cancelled and you will need to initiate a new Wire Transfer request, which will be subject to the applicable exchange rate in effect on the Business Day when you initiate the new transfer request.

Security Procedure - The authenticity of your Wire Transfer request or communication to cancel or amend a Wire Transfer request, issued in your name as sender will be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing agreed to and signed by us.

You agree that an online Funds Transfer request shall be initiated as follows: (i) your providing and/or completing all applicable elements of Bethpage's Wire Transfer request process; (ii) your providing a complete and properly-executed Wire Transfer Request form to Bethpage, signed or similarly authenticated electronically, as applicable; and (iii) satisfying any further request verification by us that the Wire Transfer Request form was authorized by you.

The following security procedure includes actions we may take to verify your identity to our satisfaction such as:

- a. Performing fraud related screens to the wire instructions.
- b. Contacting you using information from your member account records to verify the Funds Transfer.
- c. Requesting and receiving correct password or information that only you should have.
- d. Requesting and validating primary identification or documentation from you we require.
- e. Providing correct responses to one or more previously provided challenge questions.

This security procedure is NOT intended to detect errors in the content of your request. You agree that this security procedure is for validating your identity and the procedure is commercially reasonable.

Record of Oral or Telephone Orders - You agree we may record any oral or telephone Funds Transfer Request or related communication of amendment or cancellation.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all Funds Transfer Requests or amendments that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed Funds Transfer or amendment, you must exercise ordinary care to notify us of the relevant facts.

Errors, Claims - You agree to review all receipts, account periodic statement entries and any other documentation received in conjunction with your Funds Transfer. You agree to tell us about any errors, delays or other problems related to your Funds Transfer request upon discovery, but not later than thirty (30) days after the date of the account statement for the period on which your Funds Transfer appears, unless otherwise noted in disclosures provided at the time of the Funds Transfer request. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your Wire Transfer. If your request was delayed or erroneously executed as a result of an error for which Bethpage is responsible, our sole obligation to you is to pay or refund such amounts as may be required by applicable law.

Identifying Number - If your Wire Transfer request identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every intermediate or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person unless required by law.

Cancellation or Amendment of Wire Transfer Request -

Domestic Funds Transfers: We may accept your request to cancel or amend your Wire Transfer request, solely at our discretion, if we receive your cancellation or amendment request before our Cut-Off Time and in time to have a reasonable opportunity to act on it. The cancellation or amendment request must be presented in conformity with the same security procedure that has been agreed to for the Wire Transfer. However, we will not be liable if we are unable to act on your request. You agree to indemnify and hold us harmless from any liabilities, claims, damages and expenses we may incur as a result of our attempt to cancel or amend the Funds Transfer.

International Funds Transfers:

Consumer Members - Cancellation requests for Consumer International Wires transfer must be received no later than 30 minutes after you make payment for the Funds Transfer.

Business Members - Requests for cancellation or amendment of International Funds Transfers are subject to the same terms as described above for Domestic Funds Transfers.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary.

Transfer to Beneficiary Bank - When you request Bethpage to make a Funds Transfer, you must select a financial institution as the beneficiary bank (i.e., the recipient's bank) and a particular account into which the funds must be deposited at the beneficiary bank. The

beneficiary bank is responsible for following your instructions and for notifying the beneficiary that funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank, which is responsible to locate, identify, and make payment to your beneficiary. If your beneficiary cannot be located and identified, the funds may be returned, net of any applicable fees imposed by the beneficiary bank or us, including, in the case of a permitted international Wire Transfer, charges and price differences arising from any required currency conversions.

Fees - Fees for outgoing Domestic and International Wire Transfers are published in our Fee Schedule available online, at any of our branches, or by calling us.

Currency:

Domestic Wires: All Funds Transfers will be initiated in U.S. Dollars only.

International Wires: If your international Wire Transfer request includes payment to a beneficiary in a currency other than US dollars, the exchange rate may not be the most favorable rate. In addition, we cannot ensure the transfer to the beneficiary will be completed in the currency requested. You should contact your attorney or financial advisor to discuss any risks associated with foreign exchange transactions. For any refunds related to foreign currency international Funds Transfers, you will bear all risk of loss due to currency exchange rate fluctuations.

Consumer International Wires:

Additional disclosures will be provided to a consumer member at the time of an international wire request as required by law and regulation. Prior to accepting payment authorization, we will provide a prepayment disclosure with applicable information; including the exchange rate, fees and taxes that may be imposed, and the total amount of money expected to be delivered to the beneficiary. Once you authorize payment, we will also provide a receipt. The receipt will contain additional information including your right to request a cancellation within 30 minutes of making your payment, the procedure for reporting an error, and information about consumer protections to which you are entitled. Our Consumer Error Resolution and Cancellation Disclosure is also available upon request. These additional disclosures govern over any conflicting provision contained herein.

Indemnity - In consideration of the terms and conditions of this Service by Bethpage to act upon Funds Transfer instructions in the manner set forth herein, you agree to indemnify and hold Bethpage, and its affiliates and their respective directors, officers, employees, subsidiaries and agents, harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, in connection with or arising out of Bethpage acting upon your Funds Transfer instructions to the maximum extent permitted by applicable laws. This indemnity shall survive termination of this Service.

Limit on Liability; Damages - IN NO EVENT SHALL BETHPAGE BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR FUNDS TRANSFER REQUEST. Any claim for interest payable by Bethpage shall be at our published savings account rate. You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a Payment Order or Funds Transfer, unless this waiver is prohibited by law. We are not responsible for attorneys' fees you might incur due to erroneous execution of Payment Order or Funds Transfer.

You agree to commence any action or proceeding to enforce any obligation, duty or right arising under the terms and conditions within one (1) year from the date that such cause of action accrues.

No Warranty - BETHPAGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE FUNDS TRANSFER SERVICES - INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT YOUR BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME. You agree that we shall not be responsible for any delay, failure to execute, or miss-execution of your Wire Transfer request due to circumstances beyond our reasonable control, such as interruption, delay in transmission, or failure in the means of transmission of your Funds Transfer request.

Survival - All warranties and indemnities of member made herein and all obligations of member that arose prior to termination shall survive the termination of these terms and conditions for any reason and the processing of any Wire Transfer or other activity pursuant to this Wire Agreement.

Force Majeure - Bethpage shall not be liable to you for any delay or failure in performance arising directly out of war, sabotage, insurrection, riot and other acts of civil disobedience, terrorism, action of public enemy, failure or delays in transportation, fire, explosion, flood, storm, or other Act of God or, without limiting the generality of the foregoing, similar causes beyond its reasonable control. The Credit Union shall have no responsibility and shall incur no liability for any act or failure to act by any other financial institution or third party.

Governing Law; Venue - The terms and conditions of this Service shall be governed by the laws of the State of New York, except where preempted by federal law, as applicable, without regard to conflict of law principles. Any action regarding the interpretation, breach, or enforcement of these terms and conditions will be filed in and heard by the state or federal courts with jurisdiction to hear such disputes in Nassau County, New York, and both parties hereby submit to the personal jurisdiction of such courts. If any part of these terms and conditions should be deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

FUNDS AVAILABILITY POLICY

This policy statement applies to all Bethpage accounts.

Your Ability to Withdraw Funds

Our general policy is to make funds from your deposits available on the same business day we receive your deposit. Funds from electronic direct deposits and wire transfers will be available on the day we receive the deposit.

Certain specified check deposits will also be available as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks you have written and other payments you have authorized.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If you have any questions, please contact us.

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day with a teller at one of our branches, we will consider that day to be the day of your deposit. If you make a deposit at an ATM before 6:00 PM local time on a business day that we are open, we will consider that day to be the day of your deposit. If you make an ATM deposit after this stated time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Branch Deposits:

If you make the deposit in person, funds from the following check deposits are available on the day of deposit:

- Checks drawn on Bethpage Federal Credit Union.
- U.S. Treasury, Federal Reserve Bank and Federal Home Loan Bank checks and U.S. Postal Money Orders that are payable to you.
- State and local government checks that are payable to you.
- Cashier's, certified, teller's and travelers checks that are payable to you.
- Payroll checks issued by a Bethpage Corporate Partner ("SEG") or computer generated payroll checks or payroll checks accompanied by the corresponding pay stub made payable to you.
- All other checks (aka "Local Checks") payable to you.

Second Day Availability

ATM Deposits:

Remote Deposit Capture Deposits:

Bethpage Account Deposits made at Shared Branch Locations:

The first \$200 of checks deposited at; an ATM, via Remote Deposit Capture using a phone or scanner device, and deposits made at a Shared Branch location will be available on the day of deposit. The balance will be made available on the second business day after the day of your deposit.

Case by Case Delays May Apply

In some cases, we will not make all of the funds you deposit by check available to you on the same business day as your deposit. Deposits from local checks may not be available until the second business day after the day of your deposit on a case by case basis; however the first \$200 of your deposits will be available on the same business day. If we are not going to make all of the funds from your deposit available on the same business day for deposits made in person, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

If your deposit is not made directly to one of our employees, or if we decide to take this action to delay your funds 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.

Longer Delays May Apply

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The first \$200 will be available on the day we receive your deposit. The balance will be available no later than the fourth business day after the day of your deposit.

Special Rules for New Member Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open:

- Funds from deposits of cash, electronic direct deposits, and wire transfers to your account will be available on the day we receive the deposit.
- Payroll checks issued by a Bethpage Corporate Partner ("SEG") or computer generated payroll checks or payroll checks accompanied by the corresponding pay stub made payable to you, will be available on the day we receive the deposit.
- The first \$5,000 of a day's total deposits of cashier's, certified, tellers, travelers, and federal, state and local government checks payable to you will be available on the day we receive the deposit. The balance will be available on the fourth business day after the day of your deposit.
- The first \$200.00 of a day's total deposits of personal checks payable to you, drawn on a financial institution other than Bethpage Federal Credit Union will be available on the day we receive the deposit. The balance will be available on the fourth business day after the day of your deposit.

Holds on Other Funds

Check Cashing:

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. (These funds will be available at the time funds from the check we cashed would have been available if you had deposited the check.)

Other Accounts:

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.

Please ask us if you are unsure about when funds from a deposit will be available.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

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

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Bethpage Federal Credit Union
Operations Center - Check Processing
PO Box 2069
Glen Burnie, MD 21060
800-628-7070

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

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

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE FOR BUSINESS ACCOUNTS

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully and keep this for future reference.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings or money market account(s).

- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings, or money market account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Automated Telephone Banking Transfers - types of transfers - You may access your account by telephone 24 hours a day at 800-628-7070 using authentication criteria established by Bethpage, to:

- transfer funds between checking, money market, line of credit or savings
- make payments from checking, savings or money market to loan accounts with us
- get information about:
 - the account balance of checking, savings, money market and loans

Types of Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods or pay for services (in person, online or by phone) or do anything that a participating merchant will accept, including returns.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$2,500.00 in transactions per day

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Online Banking Transfers - types of transfers and dollar limitations - You may access your account(s) by computer through the internet by logging onto our website at www.lovebethpage.com and using authentication criteria established by Bethpage, to:

- transfer funds between checking, savings or money market
- transfer funds from line of credit to checking, savings or money market
- make payments from checking, savings or money market to loan account(s) with us
- make payments from checking to third parties (Bill Pay) - unless otherwise agreed to by Bethpage, the following Bill Pay limits apply:
 - you may transfer no more than \$10,000.00 per day to any one payee
 - you may transfer no more than \$20,000.00 per day in total
- get information about:
 - the account balance of any deposit or loan product
- Remote Deposit Capture

Mobile Banking Transfers - types of transfers - You may access your account(s) through the browser on your cell or mobile phone at www.lovebethpage.com or by downloading our mobile banking app and using authentication criteria established by Bethpage, to:

- transfer funds between checking, savings or money market
- transfer funds from line of credit to checking, savings or money market
- make payments from checking, savings or money market to loan account(s) with us
- make payments from checking to third parties (Bill Pay) - unless otherwise agreed to by Bethpage, the following Bill Pay limits apply:
 - you may transfer no more than \$10,000.00 per day to any one payee
 - you may transfer no more than \$20,000.00 per day in total
- get information about:
 - the account balance of any deposit or loan product
- Remote Deposit Capture

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

Transaction Limitations. Transfers from a savings or money market account to a third party or to another account at Bethpage by preauthorized, automatic, telephone, online or mobile Banking are limited to no more than six (6) transfers per statement cycle. Excess transaction fees may apply. Refer to the transaction limitations section of this agreement for further information and our Fee Schedule for the fee amount.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or owner (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800-628-7070, use Online Banking or see your periodic statements to find out whether or not the deposit has been made.

• **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings and money market accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

• **Stop payment procedure.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call us at the telephone number in this agreement or write us at Bethpage Federal Credit Union, P.O. Box 2069, Glen Burnie, MD 21060, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate Fee Schedule for the amount we will charge you for each stop-payment order we receive from you.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us your written permission; or
- (5) as disclosed in our Privacy Notice, available on our web site or by contacting us.

UNAUTHORIZED TRANSFERS

If you believe that an unauthorized transaction has occurred, you must notify us **within twenty four (24) hours** of its posting to your account. We may require you to submit an affidavit of unauthorized activity in connection with any such transaction immediately following your notice.

• *Additional Limits on Liability for Mastercard®-branded Debit Card.* Unless you have been engaged in fraud, you will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

CONTACT INFORMATION:

BETHPAGE FEDERAL CREDIT UNION

OPERATIONS AND RISK

P.O. BOX 127

BETHPAGE, NY 11714

Phone: 800-628-7070

Business Days: Monday through Friday

Excluding Federal Holidays

**NOTICE OF ATM/NIGHT DEPOSIT
FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive or can access online.
4. Don't lend your Debit or ATM Card ("Card") to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Never enter your PIN in any ATM that does not

look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Direct complaints concerning ATM facility security to us at the phone number listed in this agreement or the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.

BUSINESS PRODUCT INFORMATION

(CHECKING, MONEY MARKET, SAVINGS, AND CERTIFICATE ACCOUNTS)

General Information:

Rate Sheet - For interest bearing accounts, the Annual Percentage Yield (APY) and Dividend Rate in effect at the time of account opening is listed on a Rate Sheet that will be made available to you. The Rate Sheet also includes additional information about minimum balance requirements, dividend payment timeframes and whether the rate is variable or fixed for the product you select. For Certificate accounts, maturity terms offered are also included. The following information summarizes certain information from the Rate Sheet as well as additional information specific to each type of account (Checking, Money Market Savings, and Certificate).

Business Checking Accounts

Rate Information - For interest bearing checking accounts, the dividend rate and annual percentage yield for this account type are variable and may change at any time at our discretion.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period; January 31 for this example.

Minimum balance requirements - No minimum balance requirements apply to this account.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends - Dividends will begin to accrue on the business day we receive your deposit or on the next business day if we receive your deposit on a non-business day or after our cut off time.

Business Money Market Accounts

Rate Information - The dividend rate and annual percentage yield for this account type are variable and may change at any time at our discretion.

The Money Market Account has two or more dividend rates that are applicable to specified balance levels (also referred to as a "tiered-rate account"). The dividend rate and APY your account will earn depends on the balance in the account each day, as explained in the Minimum Balance section. Consult the current Rate Sheet for the Annual Percentage Yield and Dividend Rate in effect for each balance tier.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - The dividend period is monthly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period; January 31 for this example.

Minimum balance requirements - The minimum balance required to open this account is \$1.00. The minimum balance required to earn the dividend rate and APY for each Tier is shown on the Rate Sheet. The Rate Sheet will include the balance requirements in effect for each APY at the time you open your account. For any day the balance falls below the minimum for the tier, you will earn the dividend rate in effect for the lower tier. For any day the balance falls below the minimum balance for the lowest tier, you will earn the dividend rate in effect for savings accounts. The dividend rate is calculated based on the ending balance for each day.

The following example illustrates how the dividend rate and APY may vary during a given month, depending on the account balance for each day, using the APY balance requirements in effect for each tier at the time of this disclosure (for illustrative purposes only).

Tier 1 - \$500 required to earn the Tier 1 dividend rate and APY.

Tier 2 - \$25,000 required to earn the Tier 2 dividend rate and APY.

Tier 3 - \$50,000 required to earn the Tier 3 dividend rate and APY.

- Ending balance in Tier 3 from April 1st through April 15th - Tier 3 dividend rate and APY would apply for each of these days.
- Ending balance below \$500 from April 16th through April 30th - The savings dividend rate and APY would apply for each of these days.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends - Dividends will begin to accrue on the business day we receive your deposit or on the next business day if we receive your deposit on a non-business day or after our cut off time.

Transaction limitations - During any monthly statement cycle, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic, computer or telephone order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be subject to closure by the credit union.

Business Savings Accounts

Rate Information - The dividend rate and annual percentage yield for this account type are variable and may change at any time at our discretion.

Monthly dividend requirements - A minimum daily balance of \$5.00 is required to accrue monthly dividends.

Compounding and crediting - Dividends will be compounded every quarter. Dividends will be credited to your account every quarter.

Dividend period - The dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period; March 31 for this example.

Minimum balance requirements - The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends - Dividends will begin to accrue on the business day we receive your deposit or on the next business day if we receive your deposit on a non-business day or after our cut off time.

Transaction limitations - During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic, computer or telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be subject to fees and closure by the credit union.

Par value of a share:

The par value of a share in this account is \$5.00.

Business Certificate Accounts

Rate Information - Certificate accounts earn a fixed Dividend Rate. Your account will earn the dividend and APY rate stated for the term you choose until the first maturity date, except for the "Bump Up" certificate as explained in the "Certificate Additional Information" Section.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Compounding frequency - Unless otherwise withdrawn, dividends will be compounded every day.

Crediting frequency - Dividends will be credited to your account every month or quarter as indicated in the Rate Sheet for the crediting frequency specific to your certificate term. You may choose to have credited dividends automatically paid to you in the form of a mailed check or transferred to another account.

Dividend period - For this account type, the dividend period is monthly or quarterly as indicated in the Rate Sheet.

Minimum balance requirements - The minimum balance required to open this account is \$50.00.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends - Dividends will begin to accrue on the business day we receive your deposit or on the next business day if we receive your deposit on a non-business day or after our cut off time.

Transaction Limitations - Additional deposits into the account (other than credited dividends) are not permitted during the term of the account. The term of the account cannot be changed until Maturity. Withdrawals of principal prior to account maturity are subject to an early withdrawal penalty. This penalty does not apply to withdrawals of dividends credited during the certificate term. However, if you renew your certificate, dividends credited that remain in your account will become part of the principal for the renewed term and subject to early withdrawal penalty.

Early withdrawal penalties -

A penalty may be imposed for withdrawal of principal before maturity as follows:

- Twelve (12) month or shorter term - the penalty will equal ninety (90) days dividends on the principal amount withdrawn.
- Term greater than twelve (12) months - the penalty will equal 180 days dividends on the principal amount withdrawn.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Automatically renewable account - This account will automatically renew at maturity for the same term as the original term, with the following exceptions, explained in the next section: Bump Up certificate and Guaranteed Certificate Portfolio certificate. We will send a renewal notice 16 calendar days prior to maturity and you will have a grace period of seven calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty or to change the renewal term. You may prevent renewal by contacting us by phone, online or in person within this timeframe and providing us with your instructions.

Maturity Terms - The Rate Sheet includes the Certificate maturity terms offered at any given time. Certificate maturity term offerings are subject to change for new accounts.

Certificate Additional Information -

Bump Up Certificate - All certificate terms in this section apply to the Bump-Up certificate, except as described herein. The Bump Up certificate has a 39-month term and includes an option that allows you to increase ("bump-up") the dividend rate once during the term to the current dividend rate in effect for a 36-month certificate. At the end of the 39-Month Bump-Up maturity term, whether or not you elected the Bump-Up option, your certificate will automatically renew for a term of thirty-six (36) months, at the prevailing rate in effect for a 36-month certificate with no "Bump up" (increase) feature.

Guaranteed Certificate Portfolio - A Guaranteed Certificate Portfolio allows you to "ladder" 5 certificates with varying terms in order to earn fixed rates with additional flexibility. As the shortest term certificate matures, it will automatically renew for the longest term. Short Term and Mid Term Certificate Portfolios are available starting with a 6 month certificate for the short term portfolio and a 1 year certificate for the long term portfolio.

Maturity Term Offerings - We may from time to time discontinue offering one or more of the maturity terms listed on the Rate Sheet. Conversely, we may from time to time add additional maturity terms to those listed. Discontinued or new maturity terms will be reflected in the current Rate Sheet. If any new maturity term offered has other terms or features different from those disclosed herein, we will provide you with those terms prior to account opening.

ADDITIONAL INFORMATION FOR ALL BETHPAGE ACCOUNTS

Please refer to our Rate Sheet for current dividend rate and annual percentage yield information, subject to change, and to our Fee Schedule for additional information about fees that may apply. Both the Rate Sheet and the Fee Schedule are available on our website. You can also contact us or visit a branch for information about our current rates and fees.

Bylaw requirements:

You must complete payment of one share in your Primary Share account as a condition of admission to membership.

Nature of dividends - Dividends are paid to qualifying accounts from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s).)

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

