

MEMBERSHIP AGREEMENT AND DISCLOSURES

Membership and Account Agreement
Funds Availability Policy Disclosure
Electronic Fund Transfers Agreement & Disclosure



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MEMBERSHIP AND ACCOUNT AGREEMENT

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

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

ARBITRATION AND CLASS ACTION WAIVER

PLEASE NOTE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS WITH RESPECT TO ANY CLAIMS OR DISPUTES BY OR AGAINST FINGER LAKES FEDERAL CREDIT UNION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, THEN ARBITRATION IS MANDATORY AND NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

PLEASE CLOSELY REVIEW THE ARBITRATION AND CLASS ACTION WAIVER PROVISION WITHIN THIS AGREEMENT (SECTION 42). YOU MAY OPT OUT BY FOLLOWING THE SPECIFIED PROCESS WITHIN THE SPECIFIED TIMEFRAME.

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

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

1. MEMBERSHIP ELIGIBILITY - To join the Credit Union, you must meet the membership requirements, which may include the purchase and maintenance of the minimum required share(s) (hereinafter membership share), or other requirement(s) as set forth in the Credit Union's Bylaws. The USA Patriot Act requires us to maintain records of the identification verification. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

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

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

a. Rights of Survivorship. If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Rights of Joint Accounts. Any joint owner is authorized and deemed to act for any other owner(s) and the Credit Union may accept orders and instructions regarding the account and request for future services from any other account owner(s). Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer all or any part of the available funds in the account, pledge to us all or any part of the shares, stop payment on items drawn on an account, or make an account election for a service related to that account without the consent of the other account owner(s). The Credit Union shall have no duty to notify any other joint owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

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

4. POD/TRUST ACCOUNT DESIGNATIONS - A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is

payable to all surviving POD or trust beneficiaries/payees. Unless state law provides for different ownership or as permitted and documented by us, the beneficiaries/payees will own the funds jointly in equal shares without rights of survivorship when there is more than one surviving beneficiary/payee. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS - If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have any access to the account. We have no duty to inquire about the use or purpose of any transaction conducted by the minor or joint owner except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT - A Uniform Transfers to Minors Account (UTMA) is an individual account established by a member as a custodian on behalf of a minor (under the age of 18) who deposits funds as an irrevocable gift to a minor. The custodian shall open the minor's account in the name of the minor, include the minor's social security number, and must sign the custodian's name on the Account Card. The minor must be in the Credit Union's field of membership. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals. The account will terminate and be distributed in accordance with applicable law. If the custodian resigns, we would require you to close the account and reopen a new account with the new custodian.

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

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

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If a deposit is made through a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft "For Mobile Deposit Only" and in accordance with any other agreement with us that governs this service.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any end-of-day processing deadline limits. The Credit Union has the right to refuse any order, transfer, or deposit and to return all or any part of a deposit (including, but not limited to, incorrect or erroneous deposits that could result in unjust enrichment).

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

d. Final Payment. All checks, drafts, automated clearing house (ACH) transfers or other items credited to your account are provisional until we receive final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items and impose a returned item fee on your account. After we have received final payment, we refer to these deposits as collected items. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or fund transfer. The Credit Union shall have the right to charge back to your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been made available for your use.

e. Direct Deposits. The Credit Union offers direct deposit services allowing you to preauthorize deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. The Credit Union reserves the right to require you to authorize any direct deposits or preauthorized transfers by completing a separate authorization document or process. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you only if we have received at least 30 days advance notice prior to the effective date of the transfer or deposit. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits (including but not limited to Social Security). If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law.

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

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. The Credit Union is authorized to recognize your signature but we will not be liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or you do not provide us with a physical signature, or if you have authorized the use of any facsimile signature, you agree that we may, without liability, accept as genuine and honor any signature that appears to be yours, unless you have provided a proper stop payment order in accordance with this Agreement, even

if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may access your account(s) in any manner we permit (i.e. in person, at an ATM, by mail, by telephone, automatic transfer, online banking, debit card or mobile application). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any losses, expenses or fees we incur as a result of handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney and we may refuse to accept a power of attorney for reasonable cause if our refusal is conducted in accordance with applicable state law. You agree that we may require an attorney-in-fact to sign an acknowledgement affidavit stating that the power of attorney is in full force and effect.

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

10. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code (UCC), such as wire transfers, will be subject to such provisions of the UCC as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to Nacha Operating Rules. We may execute certain requests for funds transfers by Fedwire which are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. You may make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer from your account and will charge your account for any fees related to the transfer.

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

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

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

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

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

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

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

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

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

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

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

11. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure and Fee Schedule. You agree that the Credit Union may change the Truth-in-Savings Disclosure, Schedule of Dividend Rates, and/or Fee Schedule, at any time and will notify you when required by law.

12. CURRENT BALANCE AND AVAILABLE BALANCE - Your checking account has two kinds of balances: the "current balance" and the "available balance". Many of the transactions that affect these balances are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. The method in which you use your debit card, PIN-based or Signature-based, may also affect the amount and length of any authorization hold. Also, we may place holds on various deposits as

explained in the Funds Availability Policy Disclosure. As a result, your account records may show a difference in your current balance and available balance. You can check your current balance and available balance at an ATM, by phone, online banking, or at a branch location.

To determine whether a Visa® debit card transaction will exceed the available balance in your account (resulting in an overdraft), the Credit Union reviews the available balance at the time the transaction is authorized on your account (not when the transaction posts). See section 12(e) below for an example and additional information.

a. PIN-Based Debit Card Transactions. These are transactions where you use your debit card and enter your PIN number at the time of the purchase. We pay these transactions as they are transmitted to us. Most are transmitted immediately; others may be delayed for one or more days.

b. Signature-based Debit Card Transactions. These are transactions where you make a purchase with your debit card and you do not enter your PIN number but you are instead asked to sign for (or otherwise conduct) the purchase. In these situations, the merchant may seek prior authorization for the transaction. When that happens, a temporary hold may be placed against available funds in your account. We refer to this temporary hold as an "authorization hold". The amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance (but not your current balance) as they are received by the Credit Union throughout each day. At some point after you initiate the transaction, it is processed by the merchant and submitted to the Credit Union for posting to your account. This may happen sometimes hours or days after you initiate the transaction depending on the merchant and its processing company. These payment requests are presented in real time throughout the day and are posted to your account as they are received. Please note, the amount of the authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted.

Example: If you use your debit card at a restaurant, an authorization hold will be placed in the amount of the bill presented to you; however, later when the transaction is presented and posted, the transaction will include any tip that you may have added to the bill. This may also be the case when you swipe your card at gas stations, hotels and other merchants. We cannot control how much a merchant asks us to authorize for the transaction or when a merchant presents a transaction for payment.

The fact that the Credit Union put an authorization hold on your available balance does not mean the funds are set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your available balance based on the fact that the Credit Union has authorized a Visa® debit card transaction and is therefore obligated to pay the transaction when posted.

c. Current Balance. The current balance is the total amount of the funds in your account. It reflects payment transactions that have "posted" to your account, but does not include payment transactions that have been authorized and are still pending. It may also reflect the full amounts of all deposits, even though some portion of each deposit may be on hold and may not be available to you. Any holds, including authorization holds for debit card purchase transactions, deposit holds, payments and fees that have not yet posted will not appear in your account's current balance. Example: If you have a \$50 current balance, but you just wrote a check for \$40, your current balance is \$50. It does not reflect the pending check transaction. Therefore, at this point, your current balance will show \$50 but you have already spent \$40.

d. Available Balance. The available balance takes into account items such as holds placed on deposits and pending transactions such as signature-based debit card purchases that the Credit Union has authorized but that have not yet posted to your account. The available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In addition, your available balance may not reflect all of your debit card transactions. You should only make transactions against the available balance, as these are the only funds you may access for transactions.

Example: Assume you have a current balance of \$50 and an available balance of \$50. If you were to initiate a signature-based debit card transaction at a grocery store to buy groceries for \$20, then the merchant could ask the Credit Union to pre-authorize the payment. In that case, an "authorization hold" may be placed on your account for \$20. Your current balance would still show \$50 because this transaction has not yet posted, but your available balance would be \$30, because you have committed to pay the grocery store \$20. When the grocery store submits the transaction to the Credit Union for payment (which could be a few days later), the Credit Union will post the transaction to your account and your current balance will be reduced by \$20.

e. Available Balance at Posting; Additional Information. As indicated above, for overdraft purposes, the Credit Union determines whether or not a transaction will exceed the account's available balance by reviewing the available balance at the time of posting when the merchant submits the transaction to the Credit Union for payment (and not when the transaction was authorized). The Credit Union may review the available balance at the time of authorization to determine whether to approve a transaction and place an authorization hold on funds. However, we determine whether or not an overdraft will occur and whether an overdraft fee will be charged by reviewing the available balance at the time the transaction is posted to the account. If the available balance in your account is not sufficient to cover a signature-based debit card transaction at the time of posting, but the available balance was sufficient to cover the transaction when it was authorized, no overdraft fee will be charged to your account.

Example: Assume you have a current balance of \$100 and an available balance of \$100. If you initiate a signature-based debit card transaction at a grocery store to buy groceries for \$60, then the merchant could ask the Credit Union to pre-authorize the payment. In that case, an "authorization hold" may be placed on your account for \$60. Your current balance is still \$100 because the transaction has not yet posted. Your available balance would be \$40 because it is reduced by the amount of the authorization hold of \$60. Before the grocery store transaction is presented to the Credit Union for posting, a check that you had written for \$50 posts to your account. Because your available balance was \$40 (you had committed to paying the grocery store \$60), your account would be overdrawn by \$10 when the \$50 check "clears" or posts to the account. In this case, we may pay the \$50 check, but you will be charged an overdraft fee. The overdraft fee will be deducted from your account, further reducing the current balance and the available balance. Assuming the current overdraft fee was \$35, your current balance after the \$50 check posts but before the \$60 grocery store transaction posts would be \$15.00 (which is \$100 minus the \$50 check and minus the \$35 overdraft fee). And your available balance after the \$50 check posts but before the \$60 grocery store transaction post would be negative \$45 (-\$45), which is determined by reducing the available balance by \$50 for the posting of the check and also \$35 for the overdraft fee. Remember the available balance was \$40 (the beginning available balance of \$100 minus the \$60 authorization hold for the grocery store transaction) and, thus, the further reductions by \$50 and by \$35 result in an available balance of negative \$45 (-\$45). Your available balance was sufficient to cover the \$60 signature-based debit card transaction when it was authorized, but the available balance in your account is not sufficient to cover the \$60 signature-based debit card transaction at posting, no overdraft fee will be charged to your account.

It is very important to understand that you may still overdraft your account even though the available balance appears to show that there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and bill payments that you have authorized, or other outstanding transactions that have not been authorized or paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains the Credit Union's prior authorization but does not submit the debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), the Credit Union must release the authorization hold on the transaction. If the

authorization hold is released, then your available balance will not reflect this pending transaction until it is presented to the Credit Union for payment and posted to your account.

Debit card transactions can be recurring or nonrecurring. Recurring transactions are where you use your debit card to set up recurring monthly or periodic payments, such as a gym membership, media subscription, or utility bill payment. Nonrecurring transactions are one-time or everyday transactions that are authorized each time you use your debit card. Using your debit card at a restaurant or a grocery store are examples of one-time or everyday non-recurring debit card transactions.

13. TRANSACTION LIMITATIONS

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from the available balance in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers when you have an insufficient available balance in your account if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

The Credit Union will permit a withdrawal only if the available balance in your account is sufficient to cover the full amount of the withdrawal or if you have established optional overdraft protection privileges. Checks or other transfer or payment orders, which exceed the available balance in your account, will be subject to a fee, set forth in the Fee Schedule. If the available balance is sufficient to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if, for example: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; or (6) we deem it necessary for any other reason allowed by applicable law. We may require you to give written notice of 7 to 60 days before any intended withdrawals. You will be advised of the reasons for refusal, within a reasonable time, if such action is taken.

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

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

15. OVERDRAFTS

a. Payment of Overdrafts. If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your account, plus any applicable fee ("overdraft"), we may pay or return the item. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's end-of-day processing deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay a check, transaction, or item. You further have been made aware and agree your account may be subject to a fee for each overdraft regardless of whether we pay or return the check, transaction or item. For ATM and one-time debit card transactions, you must consent (opt in) to the Credit Union's Enhanced Courtesy Pay privileges in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and Fee Schedule.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with your optional overdraft protection privileges. Accounts with an overdraft protection line of credit are protected separately, as disclosed in the overdraft line of credit agreement and disclosure. For accounts with or without an overdraft line of credit, if the available balance is insufficient to pay the withdrawal, an automatic transfer may be made from the available balance of another account with us if you have elected to establish an overdraft transfer, subject to an overdraft transfer fee published in our Fee Schedule. Further you may customize the priority order of transferring available funds if multiple accounts have been selected. This overdraft transfer service is a service that you must elect. You may change your election at anytime by contacting the Credit Union.

b. Courtesy Pay and Enhanced Courtesy Pay. Courtesy Pay is a discretionary overdraft service offered to members in good standing as defined by the Credit Union. This non-contractual service represents a purely discretionary courtesy or privilege that the Credit Union may provide to its account owners from time to time, and which may be withdrawn or withheld by the Credit Union at any time without prior notice, reason or cause. Courtesy Pay allows the Credit Union to provide a higher level of service to our account owners by helping to protect your account and reputation when an inadvertent overdraft occurs. Courtesy Pay is not a loan and is only intended as short-term coverage for an unanticipated, occasional overdraft situation on your account. We are not obligated to pay any item(s) presented for payment if a checking account does not contain sufficient collected funds (as determined by a review of the available balance in the account). With Courtesy Pay, the Credit Union may pay items including checks and ACH/preauthorized drafts, recurring debit card transactions, and/or any other electronic transactions presented for payment that exceed the available balance in your checking account. We may pay such items up to a limit as determined by the Credit Union, based on the member's checking account relationship, including but not limited to how long the account has been opened, as well as dollar amount and frequency of periodic deposits made to the account consistent with past practices. Any and all applicable overdraft Courtesy Pay fees, may be included in the overdraft limit as stated in this section. You are not charged for using Courtesy Pay unless an item is presented that exceeds the accounts available balance. For Visa® debit card transactions, where the available balance in your account is sufficient to pay the transaction at the time it is authorized but is not sufficient to cover the transaction when it is posted to your account (an "authorize positive/settle negative transaction"), you will not be charged a Courtesy Pay fee. Whether we pay or return an item, your account may be assessed a fee, either as a Courtesy Pay fee or an Insufficient Funds fee but you will not be charged both fees. Neither a Courtesy Pay fee nor an Insufficient Funds fee will be charged for an "authorized positive/settled negative" debit card transaction. Applicable fees are set forth in our Fee Schedule.

If you would like the Credit Union to pay ATM withdrawals and one-time point of sale debit card transactions as part of this discretionary program, you must opt into Enhanced Courtesy Pay to receive coverage for these transactions. We strongly recommend that you check your available balance to make sure it is sufficient before making an ATM withdrawal or debit card purchase. We offer a variety of convenient options to check your available balance at no charge, including at Finger Lakes Federal Credit Union owned ATMs, online and mobile banking, telephone banking, or by speaking with a Credit Union member service representative. Should you initiate or conduct any transaction using your debit card that will overdraw your account, the Credit Union may honor that request by drawing on your Enhanced Courtesy Pay limit and/or any other overdraft protection you may have with the Credit Union. The total of the discretionary Enhanced Courtesy Pay negative balance, including any and all fees and charges, is due and payable upon demand. You will continue to be liable, jointly and severally, for all such amounts. You agree that you will make a deposit immediately to cover an overdrawn balance. If your account remains in an overdraft status, we may suspend the payment of items

that exceed the accounts available balance until your account is once again in good standing. If your account remains in a negative balance for an extended period of time, the Credit Union has the right to close the account.

Using Courtesy Pay may be more costly than other overdraft payment options we may offer. You have the option to opt out of Courtesy Pay by writing us at Finger Lakes Federal Credit Union, PO Box 433, Geneva, NY 14456 or visiting us at any office. Certain accounts do not qualify for this privilege.

c. Order of Payments. Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. You agree that we may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which items are presented may affect the total amount of overdraft and insufficient funds fees assessed to your account. There are many ways transactions are presented for payment by merchants and we are not necessarily in control of when transactions are received. We may receive multiple deposits or withdrawal transactions on your account in many different forms throughout each business day. Most transactions are posted when you conduct them. The following transactions are generally posted real time or very near real time:

- transactions you conduct at a Credit Union branch during normal business hours
- your ATM deposits* and withdrawals
- PIN-based debit card transactions
- transactions you conduct using our online banking or mobile banking platforms
- transactions you conduct using our automated phone system

For signature-based debit card transactions (see section 12 for additional information), a merchant will usually seek prior authorization for a transaction. When that happens, an authorization hold is placed on your account. However, the subsequent posting (also referred to as "settlement") of the transaction may lag hours or days based on when the merchant presents the transaction to the Credit Union for posting. We post settlement transactions at the same time the Credit Union receives them.

* Note that funds availability rules apply and funds deposited on a real-time basis may not be made available immediately. For example, checks you deposit may be subject to uncollected funds hold. See our Funds Availability Policy Disclosure for details.

For ACH entries and checks, which are received in batch files, the Credit Union posts the transactions in the order in which they are received.

d. Credit Union Options and Your Overdraft Liability. If the funds that are available in accordance with this section do not allow us to honor the withdrawal request in full, the Credit Union will not be required to honor the withdrawal request in part. If we elect to cover a withdrawal in whole or in part at a time when the funds available in accordance with this section are insufficient to cover the withdrawal in full, you agree to repay the overdrawn amount to us immediately. You agree that funds received from public assistance (Social Security, State/Federal Unemployment, Stimulus, etc.) and State/Federal income tax refunds may be used to repay overdrawn accounts. Except as otherwise agreed in writing, by covering one or more overdrafts, we do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any end-of-day processing deadline limits.

16. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date; however, if the check or draft is paid against your account, we will have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.

17. STOP PAYMENT ORDERS

a. Stop Payment Order Request. Any owner may request a stop payment order on a check or draft drawn on the owner's account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing, or in a record if allowed by applicable law, before the stop payment order then in effect expires. We do not have to notify you when a stop payment order expires.

c. Fees. Fees for stop payment orders are set forth in the Fee Schedule.

d. Liability. Although payment of a check or draft may be stopped, you may remain liable to any holder of the check or draft, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of a check or draft contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay a check or draft, as well as claims of any joint account owner or of any payee or endorsee for failing to stop payment of a check or draft as a result of incorrect information provided by you.

e. Stop Payment – Official Checks. Payment on any official check, or any other check or payment guaranteed by us, may be stopped only according to the provisions of section 4-403 of the uniform Commercial Code as enacted by the state of New York.

f. Items Subject to Other Rules. For cashier's checks, teller's checks, or certified checks, refer to provisions elsewhere in this Agreement which describe the process for requesting stop payments on such checks in prescribed circumstances. For preauthorized debit transactions, which are governed by Regulation E, refer to the Electronic Fund Transfers Agreement and Disclosure for rules regarding stop payments on such transactions.

18. STOP PAYMENTS ON CASHIER'S CHECKS, TELLER'S CHECKS, OR CERTIFIED CHECKS - In accordance with Article 4 of the UCC as adopted by the state of New York, you may request a stop payment on a cashier's check, teller's check, or certified check after 90 days from the issuance date of a cashier's check or teller's check or the certification date of a certified check in the following circumstances: (1) the check was destroyed; (2) the check's whereabouts cannot be determined; or (3) the check is in the wrongful possession of an unknown person or a person who cannot be found or is not amenable to service of process (i.e., it is known who has the check, but that person cannot be served with court papers, and

therefore, a lawsuit cannot be initiated). You must provide us with a written order to stop payment on the check, which describes the check with reasonable certainty, and an affidavit that describes the circumstance for the stop payment request. We must receive your written stop payment order and affidavit at a time and in a manner that allows us a reasonable opportunity to act.

19. CREDIT UNION LIABILITY - If we do not properly complete a transaction or transfer according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law.

However, the Credit Union will not be liable: (1) if, through no fault of ours, the available balance in your account is insufficient to complete a transaction, your account is closed or the transaction amount would exceed your credit limit on your line of credit; (2) if your computer or device fails, malfunctions or the Credit Union's online banking service was not properly working and such a problem should have been apparent when you attempted such a transaction; (3) if circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction; (4) if the funds in your account are subject to legal process or other claim; (5) if your account is frozen; (6) if the error was caused by a system beyond the Credit Union's control (such as your internet service provider); (7) if you have not given the Credit Union complete, correct and current instructions so we can make a transfer or issue a check; or (8) if there are other exceptions as established by the Credit Union. Additionally, we will not be liable for consequential damages, except liability for wrongful dishonor. We will not be responsible for any loss or damages suffered by you as a result of systems or software used by you to interface with our systems or software in order to initiate or process transactions, whether such transactions are initiated or processed directly with our systems or through a third-party service provider. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees say or write will be resolved by reference to this Agreement.

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

21. REMOTELY CREATED CHECKS OR DRAFTS - For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third-party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

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

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

23. LEGAL PROCESS - If any legal action, such as a levy, garnishment or attachment is brought against your account, the Credit Union may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged a Legal Action Processing Fee as set forth by our Fee Schedule against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

24. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; (4) such disclosed is consistent with our Privacy Notice; or (5) you give us written permission.

25. NOTICES

a. Name or Address Changes. You are responsible for notifying us of any name or address change (including email address). The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, or if we receive undeliverable mail from the US Post Office, we may impose a service fee as set forth in the Fee Schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

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

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

26. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees.

27. STATEMENTS

a. Contents. The Credit Union provides a periodic statement for your account. You will receive a periodic statement that shows all transactions and activity, including fees, on your account during the statement period. We may provide a periodic statement on all or some of your accounts. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For checking accounts, you understand that your original check, when paid, becomes property of the Credit Union and may not be returned to you. If you request us to provide you with an original check, you agree that we may provide an electronic image of the original check or sufficient copy.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities or other disputes to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement, or any other disputes, including but not limited to any disputes related to fees reflected on your statement within thirty-three (33) days of the date we mailed the statement or the notification date for electronically provided statements, we will not be responsible for any loss related to the irregularity or dispute. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

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

c. Notice to Credit Union. You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made, fee assessed, or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested to receive your statement electronically, we will send the statement or notice of statement availability to the last email address shown in our records.

28. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. When these conditions are met, we will charge a service fee as set forth in our Fee Schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

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

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

31. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be denied services or expelled from membership for any reason allowed by applicable law, for causing a loss to the Credit Union, which includes but is not limited to causing the Credit Union to suffer an actual or potential loss intentionally or otherwise perpetrating real or potential fraud impacting the Credit Union; or excessive expense, causing damage to the Credit Union and its property, or engaging in any abusive or threatening conduct to the Credit Union, employees or members. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

32. DEATH OR INCOMPETENCE - We may honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death or adjudication of incompetence. Even with such knowledge, we may continue to pay checks or drafts drawn on the deceased member's account for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts. To the extent permitted by law, we may require anyone claiming funds from a deceased owner's account to indemnify us for any losses we sustain if we honor that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. Upon death of an account owner, Payable on Death (POD)/Totten Trust, and IRA accounts shall be governed by the terms specifically applicable to such accounts and agreed upon by the account owner(s).

33. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from your illegal use of your account and/or access devices.

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

35. ENFORCEMENT - You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to the applicable law, to payment by the other party of its reasonable fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable.

36. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's Bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of New York. You agree that, except for controversies subject to arbitration or filed in small claims court under section 40, and except for actions to enforce this Agreement's arbitration provision or to confirm or vacate an arbitration award, all controversies arising from or related in any way to this Agreement or any account, product or service you have or have had with us shall be brought in the county in which the Credit Union is located.

37. MONITORING AND RECORDING COMMUNICATIONS - In the regular course of our business, we may monitor communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree that we may monitor and record such communications without your approval or further notice to you. We monitor and record communications for quality control, fraud prevention, and training purposes. For payment authorizations you provide by telephone, we may require you to confirm such instructions in writing.

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

39. EXPULSION POLICY - The Board of Directors has adopted an Expulsion Policy in accordance with NCUA Rules and Regulations. Withdrawal or expulsion of a member does not relieve you from any liability to Finger Lakes Federal Credit Union.

40. FINANCIAL EXPLOITATION - As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may: (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we act in good faith and exercise reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

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

In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless cell phone number, to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt-out of such communications at the time of delivery.

42. ARBITRATION AND CLASS ACTION WAIVER - Credit Union services are being made available and priced by the Credit Union on the basis of your acceptance of the following arbitration provision. By accepting these services, you acknowledge that you are giving up the right to litigate claims if either party elects arbitration of the claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

a. Arbitration Procedures

1. Electing Arbitration and Claims and Disputes Subject to Arbitration Provision. Subject to the exclusions identified in this arbitration provision, either you or we may elect to resolve a claim or dispute through arbitration by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. You and the Credit Union have the right to elect arbitration even if the other party already initiated litigation in court. If either you or the Credit Union elect arbitration, then arbitration is mandatory.

You or we may elect to arbitrate any claim or dispute arising from or related in any way to (1) this Agreement; (2) any account, product or service you have or have had with us; (3) any agreements or disclosures governing accounts, products or services you have or have had with us; (4) any debits, credits, transactions or fees (including fees assessed by us and/or third parties) involving accounts, products or services you have or have had with us; (5) use of digital platforms or services, including websites or mobile applications, in connection with accounts, products or services you have or have had with us; and/or (6) any aspects of your relationship with us and/or interactions with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, statute or otherwise. This arbitration provision also applies to all claims and disputes regardless of when they arise (even if the claim or disputes arise out of, affect, or relate to conduct that occurred prior to the effective date of this arbitration provision), and applies even if third parties (parties other than you and us) are involved in the claim or dispute. Furthermore, this arbitration provision will survive even if you stop doing business with us and/or close all accounts with us.

If arbitration is elected by you or us, any claim or dispute will be resolved by an individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. If any third parties are also involved in a claim or dispute between you and us, then the claim or dispute will be decided with respect to any such third party(ies) in arbitration as well, and any third parties must be named as parties in accordance with the rules of procedure governing the arbitration.

2. Arbitration Costs. We will reimburse the amount of filing, case management, administration and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration.

3. **The Arbitration Proceeding.** A claim or dispute in an arbitration proceeding may be decided by the arbitrator based on the parties' written submissions. If a hearing is necessary as determined by the arbitrator, it may be conducted by telephone or by video, if the parties have such capabilities. Otherwise, any arbitration hearings shall be conducted in (a) the county and state where you entered into this Agreement, (b) within 50 miles of your residence at the time the arbitration is commenced, (c) a location mutually agreed by the parties, or (d) another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location.
 4. **Arbitrators and Arbitration Rules.** The arbitration shall take place before a single arbitrator and shall be conducted under this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the claim is filed. The American Arbitration Association ("AAA") shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org, by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019, or by calling AAA at 1-800-778-7879. The arbitrator shall be bound by the terms of this Agreement and must be (a) a retired judge or (b) an attorney with experience in financial institutions.
 5. **Effect of Arbitration Award.** The arbitrator's decision and award will be final and binding on all parties and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrator.
- b. **Federal Arbitration Act.** This Agreement is considered a transaction in Interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity and or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute, will be determined by the arbitrator.
- c. **Class Action Waiver.** Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you or we have the right to participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and Finger Lakes Federal Credit Union acknowledge the Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.
- d. **Exceptions for Small Claim Matters.** Notwithstanding anything else herein, both you and the Credit Union have the right to pursue a claim or dispute in a small claims court instead of arbitration, if the claim or dispute is in the small claim court's jurisdiction, proceeds on an individual (i.e., non-class) basis, and is not appealed from small claims court to any different court.
- e. **General**
1. **Severability; Survival.** Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the Agreement.
 2. **Available Relief.** This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Nothing in this arbitration provision limits your or our right, whether before, during or after pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or a repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.
 3. **Exclusions.** This arbitration provision does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (ii) any consumer credit obtained while you were a covered borrower under the Military Lending Act.
- f. **RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS ARBITRATION AND THE CLASS ACTION WAIVER PROVISION BY SENDING A WRITTEN REQUEST TO US AT FINGER LAKES FEDERAL CREDIT UNION, ATTN: OPERATIONS MANAGER, PO BOX 433, 27 SENECA STREET, GENEVA, NY 14456-0433. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND EXPRESSLY INDICATE YOUR CHOICE TO OPT OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS FIRST DELIVERED OR MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THE FIRST SIXTY (60) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL THE TERMS OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.**

FUNDS AVAILABILITY POLICY DISCLOSURE

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

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

1. YOUR ABILITY TO WITHDRAW FUNDS – Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our business hours are available at the Credit Union.

2. LONGER DELAYS MAY APPLY – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

3. SPECIAL RULES FOR NEW ACCOUNTS – If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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

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

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

7. FOREIGN CHECKS – Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

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

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

a. Visa Check Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, NYCE, Cirrus, and PLUS® networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa, NYCE, Cirrus, and Pulse networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

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

- Make deposits to your share and share draft accounts.
- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share and share draft accounts.
- Obtain balance information for your share and share draft accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Check Card transactions may apply:

- You may make 12 Visa Check Card purchases per day.
- You may purchase up to a maximum of \$2,505.00 per day.
- You may make 12 cash withdrawals in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$505.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- You may deposit up to \$3,000.00 at a foreign ATM in any one (1) day.

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

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

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

- Transfer funds from your share, share draft, and all other share accounts.
- Obtain balance information for your all accounts.
- Make loan payments from your share, share draft, and all other share accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and share draft accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Credit Union Information.

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

The following limitations on Audio Response transactions may apply:

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

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

c. Preauthorized EFTs.

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

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

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

- Transfer funds from your share, share draft, and all other share accounts.
- Obtain balance information for your all accounts.
- Make loan payments from your share, share draft, and all other share accounts.
- Determine if a particular item has cleared.

Your accounts can be accessed under Online Banking via personal computer. Online Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue

if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Online Banking transactions may apply:

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

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

- Transfer funds from your share, share draft, and money market accounts.
- Obtain balance information for your share, share draft, loan, money market, club, and certificate accounts.
- Make loan payments from your share, share draft, money market, and club accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

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

The following limitations on Mobile Banking transactions may apply:

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

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

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

The following limitations on Bill Pay transactions may apply:

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

2. TRANSFER LIMITATIONS — For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

3. CONDITIONS OF EFT SERVICES —

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

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

c. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

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

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

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

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

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

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

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

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

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

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

(315) 781-1334

or write to:

Finger Lakes Federal Credit Union
27 Seneca Street
P.O. Box 433
Geneva, NY 14456
Fax: (315) 781-2385

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

6. RIGHT TO RECEIVE DOCUMENTATION —

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

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

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (315) 781-1334. This does not apply to transactions occurring outside the United States.

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

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

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

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

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

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

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

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

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

(315) 781-1334

or write to:

Finger Lakes Federal Credit Union
27 Seneca Street
P.O. Box 433
Geneva, NY 14456
Fax: (315) 781-2385

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

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

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

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

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

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

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

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

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

Application and Member Information

Account No. _____

Member Name _____

Street _____

City/State/Zip _____

Home Phone _____ Work Phone _____

Joint Owner Information (If applicable)

Joint Owner _____

Street _____

City/State/Zip _____

Home Phone _____ Work Phone _____

I/We request the following services (please mark):

Debit Card Audio Response

Online/PC EFT's Bill Payment

By checking the boxes above and signing below, you certify that the information on this application is complete, true, and submitted for the purpose of obtaining the electronic service(s) and account(s) requested. If approved for the requested electronic funds transfer services, you acknowledge receipt of and agree to the terms of the Electronic Fund Transfers Agreement.

X

SIGNATURE OF MEMBER

DATE

X

SIGNATURE OF JOINT OWNER

DATE

For Credit Union Use Only:

Approved By _____ Member Verification _____

Access Card _____ PIN Requested _____

Please return APPLICATION to the Credit Union.