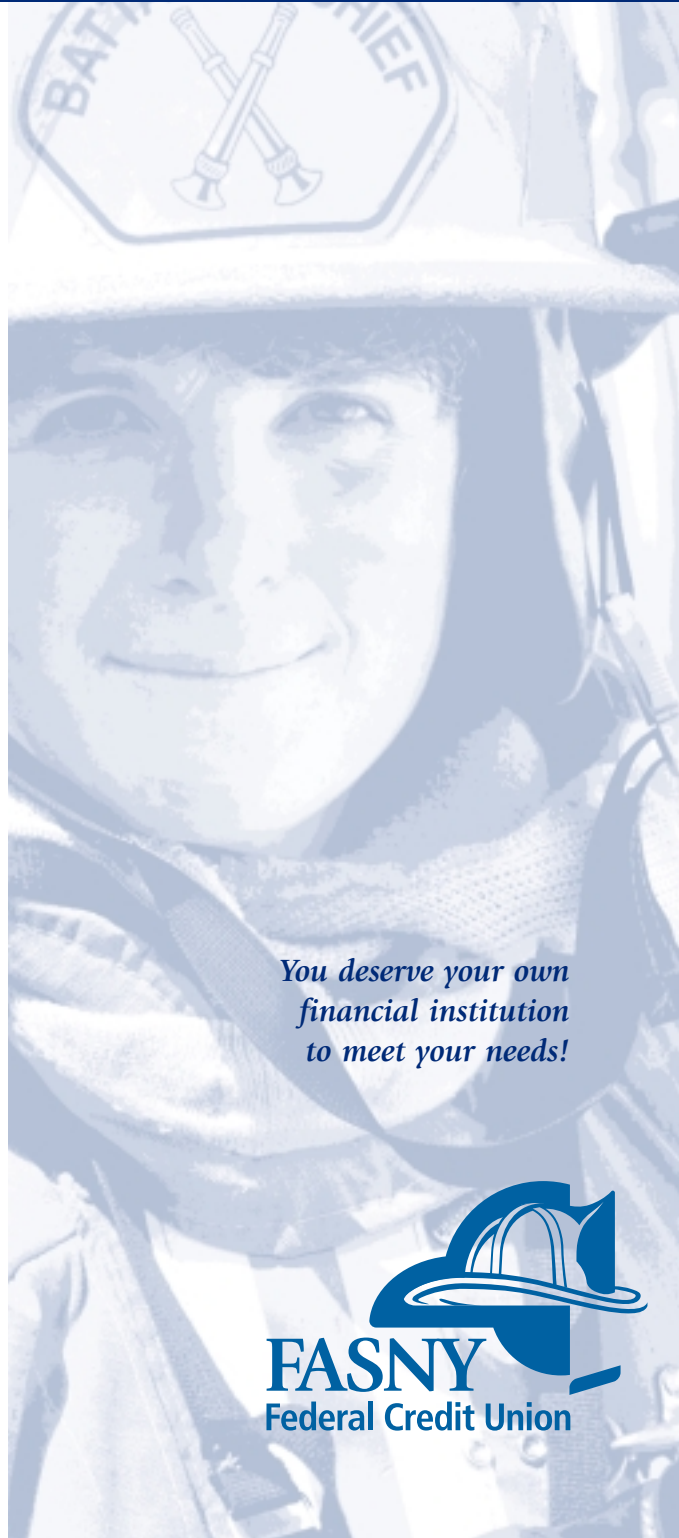




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FASNY
Federal Credit Union

Account Terms & Conditions

This agreement contains the terms and conditions that govern your membership, share, share draft, and certificate account(s) at FASNY Federal Credit Union.

Throughout this agreement, the words “you” and “your” mean each and all of those who are listed on the account(s). “Account” means any share, share draft or certificate account(s) at FASNY Federal Credit Union. “We,” “us” and “our” means this Credit Union. Further use of your account(s) constitutes your acceptance of this agreement.

This document is the final expression of the terms of membership and account between FASNY Federal Credit Union and the member(s)/owner(s); this document may not be contradicted by evidence of any alleged oral agreement.

This Agreement, the Truth-in-Savings, Electronic Funds Transfer, Billing Rights, Statement of Fees, and the Funds Availability disclosures constitute disclosures for your account(s).

SUMMARY OF MEMBERSHIP RIGHTS

As a member of FASNY Federal Credit Union, you have certain membership rights. These rights include:

The right, subject to standards set by the Credit Union, to maintain share account(s) subject to the par value, share draft (checking), certificate(s) and other accounts. The right to apply for credit, subject to the Credit Union's loan policies. The right to vote at membership meetings. The right to participate in membership benefits.

MEMBERSHIP AND GENERAL ACCOUNT AGREEMENT

Except in circumstances in which specific terms are applicable, this Membership and Account Agreement applies to your membership generally and to all accounts you have at the Credit Union and all Agreements or Policies contained herein.

FASNY Federal Credit Union may obtain information from others about my/our credit history as part of the Membership Application process, and that an adverse credit report may be cause to deny Membership.

- 1. Membership.** Your membership and accounts are subject to the Financial Institutions Act of 1981 as amended, the Articles of Incorporation and Bylaws of FASNY Federal Credit Union, and the policies and procedures of FASNY Federal Credit Union, including amendments or modifications.
- 2. Fees.** FASNY Federal Credit Union can charge membership and/or service fees on this or other Credit Union accounts. These fees are set forth in the FASNY Federal Credit Union Fee Schedule. These fees may be changed by the Credit Union at any time.
- 3. Dormant Accounts.** In the event that an account becomes dormant, the Credit Union will charge a dormancy fee as set forth in the FASNY Federal Credit Union Fee Schedule for each month that the account remains dormant. These fees may be applied either monthly or quarterly according to the Fee Schedule. Dormancy fees are non-refundable. An account is considered dormant if the balance drops below \$50.00 and/or has no activity for a period of one year or more, or the Credit Union does not have a current mailing address for the member. This fee is to cover administrative expenses related to the inactive account.
- 4. Minimum Balance.** A minimum share account balance is required to maintain Credit Union privileges. In the event that a share account balance should drop below this minimum, the Credit Union may transfer funds without prior notice from other accounts to maintain the minimum share balance.

5. Right of Setoff. All amounts in any accounts (except IRA accounts) are pledged as collateral for any amounts owed by any person having any interest in the account(s). The Credit Union has a lien and right of setoff on all shares, deposits, dividends or accumulated interest in any individual, joint, multiple party, transaction or trust accounts. The lien may be applied without notice and shall apply to amounts now or hereafter on deposit.

6. Liability. FASNY Federal Credit Union shall not be liable for any loss or damage, which results from its reliance on this agreement or the membership application. FASNY Federal Credit Union may release information about these accounts to any person having an ownership interest in the accounts. The account statement will be considered final and correct sixty (60) days after the statement date, unless written notice of an account discrepancy is received by the Credit Union within the sixty (60) day period. You accept responsibility for any account discrepancy not reported during the sixty (60) days.

7. Federal Deposit Insurance. FASNY Federal Credit Union accounts are federally insured to \$100,000 by the National Credit Union Administration (NCUA), an agency of the U.S. government. This insurance is subject to the NCUA insurance rules and regulations.

8. Joint Accounts. A joint account is subject to the provisions of New York Law. The Credit Union may honor the withdrawal request of any joint owner. Except as provided by special instructions, any joint owner may sign any checks (share drafts). A payable on death beneficiary may be established subject to New York Law.

9. Sub-Account Ownership. Sub-account ownership different from the ownership information provided on the master membership and account card will be permitted. The specific sub-account ownership information will be indicated on an additional Credit Union account form, and shall supersede this master membership agreement and signature card for the specified sub-account(s) only. If no sub-account ownership is created, the master membership and account card will apply.

10. Amendments and Modifications. FASNY Federal Credit Union can amend the terms and conditions of all Agreements or Policies at its discretion. This Agreement, including amendments or modifications, shall apply until revoked by a new membership and account agreement. Any subsequent agreement supersedes and revokes this agreement.

11. Attorney's Fees. FASNY Federal Credit Union shall be entitled to recover any attorney's fees incurred in enforcing this Agreement or recovering any loss related to this account and membership.

12. Revocation. FASNY Federal Credit Union reserves the right to revoke account privileges at its discretion.

13. Account Ownership Revisions. The most recently dated membership application and account cards shall supersede and revoke any previous cards. Specific sub-account ownership cards shall remain in effect until specific sub-account replacement cards are received and recorded by the Credit Union.

14. Savings Withdrawals. The Credit Union reserves the right to require at least seven days written notice prior to an intended withdrawal from all non-transaction (all except checking) accounts.

15. Funds Availability. Deposits to the account are subject to the FASNY Federal Credit Union funds availability policy. Deposits are accepted as collection items subject to final payment.

SHARE DRAFT (CHECKING) ACCOUNT AGREEMENT

FASNY Federal Credit Union has established a share draft (checking) Account. The Checking Account is subject to the following terms and conditions in addition to the membership and account agreement.

FASNY Federal Credit Union may obtain information from others about your credit history as part of the Checking Account opening process, and an adverse credit report may be cause to deny opening a Checking Account.

1. Fees. FASNY Federal Credit Union can charge service fees, account transfer, check charges, non-sufficient fund charges and/or fees or charges set forth in the Fee Schedule. The fees or charges may be changed by the Credit Union.

2. Overdraft Liability. If on any day, the available funds in your Checking Account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

3. Transaction Limitations. Withdrawal Restrictions. FASNY Federal Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge set forth in the Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

4. Approved Forms. Checking forms (checks, deposit slips, etc.) are subject to approval by the Credit Union. The Credit Union may charge special handling fees or may return unpaid any checks not drawn on forms approved by the Credit Union. The Credit Union shall not be responsible for any loss resulting from the use of forms not approved by the Credit Union.

5. Deposits. Non-cash deposits are subject to the FASNY Federal Credit Union funds availability policy. Deposits are accepted as collection items subject to final payment.

6. Monthly Statement. A monthly account statement will be provided. Original checks will not be returned to you. The account statement will be final and considered correct sixty (60) days after the statement date, unless you notify us in writing during the sixty (60) day period. You accept responsibility for any forged or altered checks not discovered during the sixty (60) days.

7. Other Withdrawals. Withdrawals from the share draft account may be made by Audio Response, ATM/Debit card, or Home Banking transaction, or by pre-authorized transfers. These withdrawals are subject to applicable Credit Union procedures and agreements, and any applicable fees.

8. Liability. FASNY Federal Credit Union shall not be responsible for any loss or damage based on its reliance on the membership application account card or this Agreement. The Credit Union shall not be responsible for any consequential, punitive or exemplary damages arising out of payment or non-payment of any checks or other drafts.

9. ATM/DEBIT Card. If an ATM/DEBIT card is issued, the card shall be subject to but not limited by the terms and conditions of this Agreement. Any card remains the property of the Credit Union and must be returned upon request. Any card may be canceled or revoked by the Credit Union.

10. Stop Payments. Payment on checks can be stopped after proper written notice is received by the Credit Union in time to stop payment on such checks. A fee may be imposed according to the FASNY Federal Credit Union Fee Schedule.

Truth-in-Savings

PURPOSE

The purpose of Truth-In-Savings (TIS) is to assist consumers, including Credit Union members and potential members, in comparing accounts offered by credit unions and other depository institutions.

ACCOUNT TYPES AND STRUCTURE

A. Account Types

Every member must have at least one type of Basic Share Account.

The following is a list of those accounts the Credit Union currently offers:

- **Basic Share Accounts** Shares (tiered), Planner Shares
- **Transaction Accounts** Share Draft Checking
- **Share Certificates Time Accounts**
Six-Month Share Certificates, Twelve-Month Share Certificates, Eighteen-Month Share Certificates, Thirty-six-Month Share Certificates.

B. Account Structure

Basic Share Accounts

The dividend period is quarterly. Dividends are compounded quarterly. Dividends are credited quarterly. The minimum opening balance is \$5.00. The minimum balance to keep the account open is \$5.00.

On Shares, a minimum average daily balance of \$50.00 is required to obtain the APY for the dividend period. On all other basic share accounts, a minimum average daily balance of \$50.00 is required to obtain the APY for the dividend period. If the minimum balance is not maintained, the account will not earn the APY disclosed. The dividend rate and annual percentage yield on your share account(s) may change monthly at the discretion of the Board of Directors of this Credit Union.

The *Average Daily Balance* method of dividend determination is used to calculate dividends. The following is a description of the Average Daily Balance method:

Under this method, the dividend is computed by applying a periodic rate to the *average daily balance* in the account for the period.

$$\text{Dividend} = [(\text{Nominal Rate}/365) \times (\text{Days in Period})] \times \text{Average Daily Balance}$$

The *average daily balance* is computed by weighting each balance by the number of days the balance was held and dividing by the total number of *days in the period*.

The *days in the period* are equal to the number of days over which dividends are earned.

The dividends earned, the number of days and the average daily balance must all pertain to the same days.

Credit Union bylaws give the Credit Union the authority to impose a notice of up to sixty (60) days for withdrawal of shares.

Under Regulation D, no more than six preauthorized automatic or telephone transfers and no more than three transfers by check may be done in one calendar month from these accounts.

These accounts pay a variable dividend rate determined by the Credit Union's Board of Directors.

Rates may change every dividend period. Dividends will begin to accrue on noncash items (ex: checks) on the date of collection.

If the account holder closes the account before accrued dividends are credited, accrued dividends will not be paid.

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

The following is the range of balances to which rates will apply to Shares:
\$50.00–\$499.99
\$500.00–\$4,999.99
\$5,000 and over

The following is the range of balances to which rates will apply to all other basic share accounts:
\$50.00–\$499.99
\$500.00–\$4,999.99
\$5,000 and over

Once a balance range is met, one rate will apply to the entire balance.

Share Draft Account—(Checking) Transaction Accounts

Dividends are compounded monthly. Dividends are credited monthly. The minimum opening balance is \$50.00. The minimum balance to keep the account open is \$5.00. The Average Daily Balance method of dividend determination is used to calculate dividends. (See Basic Share Accounts for a description of Average Daily Balance.)

On Share Draft Accounts, a minimum average daily balance of \$50.00 is required to obtain the APY for the dividend period. If the minimum balance is not maintained, the account will not earn the APY disclosed. The dividend rate and annual percentage yield on your share draft account(s) may change monthly at the discretion of the Board of Directors of this Credit Union.

Credit union bylaws give the Credit Union the authority to impose a notice of up to sixty (60) days for withdrawal of shares.

Dividends will begin to accrue on noncash items (ex: checks) on the date of collection.

If the account holder closes the account before accrued dividends are credited, accrued dividends will not be paid.

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

The following is the range of balances to which rates will apply to Shares:
\$50.00 and over

Share Certificates—Time Accounts

The minimum opening balance for a Share Certificate is \$500.00. The dividend period is quarterly. Dividends are compounded and credited quarterly. The dividend rate is a fixed rate and will not change for the term of the account. A single dividend rate will apply to the entire account balance.

During the term of the account, additional deposits will not be allowed. During the term of the account, withdrawals will not be allowed.

Credit Union bylaws give the Credit Union the authority to impose a notice of up to sixty (60) days for withdrawal of shares.

If the Credit Union is not notified by the account holder by the maturity of the account, the account will automatically renew for the same term at the current rate. An account holder will have a ten-day grace period in which withdrawals may be made without penalty.

The Average Daily Balance method of dividend determination is used to calculate dividends. (See Basic Share Accounts for a description of Average Daily Balance.)

Dividends will begin to accrue on non-cash items (ex: checks) on the date of collection.

If an account holder closes the account before accrued dividends are credited, accrued dividends will not be paid.

The Credit Union may impose a penalty if funds are withdrawn from the account before the maturity date. The penalty will equal one month's dividend on Three-Month Share Certificates and three months' dividends on Six-Month and longer term Share Certificates.

FEE STRUCTURE — See Statement of Fees, page 13

TIMING OF ACCOUNT DISCLOSURES

A. Disclosures for New Accounts:

Accounts opened in person - If an account is opened in person at the Credit Union, a full set of written TIS disclosures including rate, yield and fee information must be provided BEFORE the account is opened, a service provided or a fee assessed.

Accounts opened by phone - If an account is opened by telephone, a full set of TIS disclosures must be mailed or delivered within twenty (20) calendar days after the account is opened or a service provided.

Accounts opened by mail or by a Credit Union representative - If an account is opened by mail or by a Credit Union representative, all TIS disclosures are to be mailed or delivered within twenty (20) calendar days after the account is opened or a service provided.

B. Disclosures Upon Request:

If a member or potential member who is not present requests information (but does not necessarily open an account), disclosures shall be provided upon request within twenty (20) calendar days. If disclosures have already been provided for a member or a nonmember who is repeating requests for the same account, we do not have to keep providing disclosures as long as the previous disclosure remains accurate.

C. Changes in Term Notice:

A thirty-day advance notice must be sent to the member if any terms of any accounts change and the change adversely affects the member. This may be done as a statement stuffer, in the newsletter or in a separate mailing. Advance notice only needs to be provided to those who currently hold the type of account affected by the change.

D. Joint Accounts:

Disclosures may be provided to any one member listed on a joint account. It is not necessary to give a disclosure to each person listed on the account unless an account holder requests one.

PERIODIC STATEMENTS

Members will receive a statement of account every quarter. Share Draft account holders will receive a statement every month.

DIVIDENDS

At the discretion of the Board of Directors, and when in compliance with the Federal Credit Union Act, dividends will be paid on members' shares at the close of every quarter and at the close of every month for share draft accounts. All members will have the option of designating their share account "non-dividend earning." The following applies:

- The Board will evaluate and adjust the dividend rate every quarter.
- Members who wish to receive dividends must have their social security number on record at the Credit Union.
- The balance for the quarter will be defined as the (mean) average of all balances at the end of each business day during the period in question—that is, according to the "average daily balance method." The Credit Union will calculate dividends by using a daily rate of at least 1/365 of dividend rate.
- Accrued but uncredited dividends will not be paid if the member closes their account prior to the date dividends are to be credited to accounts.
- Dividends begin to accrue as soon as deposited checks clear.

AUDIO RESPONSE AND HOME BANKING

Personal Identification Number (PIN) for use with Audio Response, ATM/Debit card, or Home Banking will be necessary to use any of these services.

Transactions available are those stated in the Electronic Funds Transfer (EFT) disclosure. Your liability for unauthorized transactions is as stated in the EFT disclosure.

You are responsible for the safekeeping of the PIN provided by the Credit Union and for all transactions by use of Audio Response, ATM/Debit card, or Home Banking. Your PIN is not transferable and you will not disclose the PIN or permit any unauthorized use thereof.

You will notify the Credit Union immediately and send written confirmation if your PIN is disclosed to anyone other than an authorized joint owner of your account.

If you default on any amount you owe under this Agreement, you agree to pay any and all attorney's fees and collection costs incurred by the Credit Union to the extent allowed by law.

The Credit Union reserves the right to discontinue access to Audio Response, ATM/Debit card, or Home Banking without notice and will not be liable for failure to honor any Audio Response, ATM/Debit card, or Home Banking transaction.

Transactions made through Audio Response, ATM/Debit card, or Home Banking are binding on the Credit Union only after verification by the Credit Union. Transactions made after the normal business hours each day may be posted to the appropriate accounts on the next business day after the date of such transactions.

The total amount of transactions via Audio Response, ATM/Debit card, or Home Banking are subject to limits set by the Credit Union and sufficient verified funds must be available to satisfy my/our transaction instructions.

There is no service charge to the member to use these services. The Credit Union reserves the right to impose other service charges at a future date after giving you notice of such service charges. Audio Response, ATM/Debit card, or Home Banking will normally be available for member convenience 24 hours a day, 365 days a year, with minor interruptions for end-of-day, in-house processing.

Electronic Funds Transfer

(Credit Card, Automated Teller Machines, EFT, ACH, Audio Response, Home Banking, etc.)

To establish the rights of a person using electronic money transfers and the obligations of a financial institution offering these services, Congress has enacted the Electronic Funds Transfer Act. The act deals with the transfer of funds initiated through an automated teller machine, direct deposits or withdrawal of funds, point-of-sale transfers and transfers by telephone. It also includes pre-authorized electronic funds transfers that recur at regular intervals, such as Social Security payments.

Your rights and the Credit Union's obligations are detailed in the following disclosure, which is published in compliance with federal regulations.

DISCLOSURE AND AGREEMENT

This agreement covers available electronic funds transfer services provided by FASNY Federal Credit Union.

1. Available Services. As a user of our electronic funds transfer service, you may have access to specifically identified automated teller machines, Audio Response, Home Banking, and Automated Clearing House (ACH) services. The automated teller machine transactions which you may initiate are: cash withdrawals, deposits and account balance inquiries. The cash withdrawals may be made from your deposit account(s) or your credit line if granted by the Credit Union. You may make account transfers, loan payments, check withdrawals to yourself, balance inquiries, cleared check and other debit inquiries, and automatic deposit and credit inquiries through Audio Response. Audio Response is accessed via touch-tone telephone after your account has been authorized and you have received your Audio Response or Home Banking PIN. You may make account transfers, loan payments, check withdrawals to yourself, balance inquiries, cleared check and other debit inquiries, automatic deposit, credit inquiries, stop payment of checks and view or print a copy of your statement through the Home Banking system. Home Banking is accessed via a computer after your account has been authorized and you have received your Audio Response or Home Banking PIN. You may also arrange to have pre-authorized electronic funds transferred to your accounts (credits) or from your accounts (debits).

2. Access Device. To initiate any transaction with an automated teller machine, you must use an approved access device (card). Approved access cards include your Checking or Credit Card or other specified card issued by the Credit Union PLUS your Personal Identification Number (PIN). To access the Audio Response system, access is initiated via touch-tone telephone. Also, you must request a Personal Identification Number which allows you secure access to your account. To access the Home Banking system, access is initiated via computer. Also, you must request a Personal Identification Number, which allows you secure access to your account.

3. Transaction Receipts. When you use an automated teller machine card at a specified automated teller machine, you will receive a receipt of the transaction(s) initiated. This receipt will tell you: (a) the amount, (b) the calendar date of the transaction, (c) the type of transaction and type of consumer account to or from which the funds are transferred, (d) the number of the card which initiated the transaction, (e) the location of the automated teller machine and (f) when applicable, the identification of any third party to or from whom funds are transferred. Audio Response transactions will not be issued receipts. Transactions will be indicated on members' statements as being initiated via the (telephone) Audio Response (AR) system. Home Banking transactions will not be issued receipts. Transactions will be indicated on members' statements as being initiated via the (computer) Home Banking system.

4. Periodic Statements. For each account that you have with us that has electronic funds activity, you will receive a monthly statement that will show all electronic funds transactions for that account.

5. Service Charges. At present, there may not be a charge for any automated teller machine transaction, but such charges may be made in the future. You will be notified as required when any change in the terms of this Agreement is made. Refer to the FASNY Federal Credit Union Fee Schedule for current fees.

6. Your Liability for Unauthorized Use. If you believe your Card or your PIN has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, tell us AT ONCE. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your credit limit. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone uses your Card or PIN and we can prove we could have stopped someone from using your Card or your PIN 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 PIN and we can prove we could have stopped someone from using the Card or your PIN without your permission if you had told us, you could lose as much as \$500.00. These losses occur only if you are found negligent. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement is mailed to you, you may not get back any money that you have lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

7. Telephone Number and Address. If you believe your Card or PIN has been lost or stolen, or that your statement shows transfers that you did not make, call or write to the Credit Union's operation center at (866) 327-6928; 107 Washington Avenue Albany, NY 12210. This telephone number and address are also shown on your monthly or quarterly statement.

8. Business Days. Our business days are Monday through Friday. Holidays are not included.

9. Pre-authorized Transfer FROM Your Account. You may pre-authorize an electronic funds transfer from one of your accounts to a designated recipient account. Authorization must be in writing. A copy of your authorization may be provided by the recipient of the transfer. If you have told us in advance to make such regular payments, you may stop payment of any pre-authorized transfer by notifying us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. Written confirmation of your stop order must be made by you within fourteen (14) days of the oral notification or the stop payment order will not be binding. If this regular transfer from your account may vary in amount, the person you are going to pay will tell you ten (10) days before each payment.

10. Pre-authorized Transfers TO Your Account. You may arrange to have direct deposits made to your account from the same person or company at least once every sixty (60) days. You may call the number on your periodic statement, call Audio Response, or inquire through Home Banking to see if the transfer did occur.

11. Our Liability if Transfers are not Made or Stopped. You agree that we shall have no liability to you for our failure to make or stop pre-authorized transfers, except where such failure is intentional or the result of negligence on our part.

12. Electronic Check Transactions. If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such check authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT). You authorize us to honor any electronic check conversion from your checking account.

13. Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented

check, we will pay or return the electronic re-presented check as if the original paper check were presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer.

14. Information to Third Parties. We will not disclose information to third parties concerning your account with us except: (a) when such disclosure is necessary to complete the transactions; (b) to verify that existence and condition of your account for a third party such as a credit bureau as is permitted by law; (c) to comply with court order or applicable laws or regulations; (d) when you give us your permission.

15. Non-Sufficient Funds Transfers. In the event you receive any funds which exceed your existing balance or any available line-of-credit, you are responsible for immediate repayment of the excess amount received. You are also responsible for payment of any fees charged according to the Credit Union Fee Schedule, and any attorney's fees or costs incurred in collecting any excess amount or fees.

16. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code—Fund Transfers, as adopted in Utah. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

NOTICE: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

Telephone us at the number or write us at the address listed on your periodic statement as soon as you can if you think your statement or receipt is wrong or if you need more information about the transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we require that you send us your complaint or question in writing within twenty (20) business days.

We will tell you the results of our investigation within twenty (20) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or questions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have 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 twenty (20) business days, we may not re-credit your account.

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

Billing Rights

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your statement is wrong, or if you need information about a transaction on your statement, use the following format to contact the Credit Union and/or the Supervisory Committee Chairman immediately.

We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your message, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write us at our Office as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared.

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

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will re-credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

Statement of Fees

SAVINGS ACCOUNTS

Account Name	Name of Fee	Fee Amount	Fee Condition/ Determination
Tiered Shares	Inactive Account Fee	\$5 per quarter	Balance under \$50 & no activity for the last twelve months.
Planners Clubs	Inactive Account Fee	\$5 per quarter	Balance under \$50 & no activity for the last twelve months.

TRANSACTION ACCOUNTS

Account Name	Name of Fee	Fee Amount/Determination
Share Draft Checking	Insufficient Funds Fee Draft Paid	\$20 per item
Share Draft Checking	Insufficient Funds Fee Covered by Savings	\$5 per item
Share Draft Checking	Returned Item Fee	\$15 per item
Share Draft Checking	Stop Payment Fee	\$10 per item
Share Draft Checking	Certified Check Fee	\$5 per item
Share Draft Checking	Printing of Share Drafts	Prices may vary
Share Draft Checking	Copy of Draft Fee	\$2 per copy after 5

MISCELLANEOUS FEES

Name of Fee	Fee Amount/ Determination
Account Reconciliation Fee	\$15 per hour
Deposited Item Return Fee	\$15 per item
Wire Transfer Fee (Incoming)	\$5 per item
Wire Transfer Fee (Outgoing)	\$5 per item
Member Withdrawal by Credit Union	
Check Made Payable to a Third Party	\$2 per check
Returned ACH Item	\$15 per item
Insufficient Funds, ACH Paid	\$20 per item
ACH covered by Savings	\$5 per item
Debit Card Replacement	\$10 per replacement
Debit Card Insufficient Funds	\$15 per item
Debit Card Insufficient Funds	
Paid with Transfer from Shares	\$5 per item
Over Approved Overdraft Protection Limit	\$15 per item

FREE SERVICES

Membership
Share Draft (Checking) Accounts
Phone Transfers
Audio Teller Services
Phone Balance Inquiries
1st 50 Drafts on New Checking Accounts
Copy of Statement (within last 6 months)
Interim Statement (screen print-out)
Inquiry of Paid Drafts
Notary Public Service
Protests

Funds Availability

Our policy is to delay the availability of funds that members deposit in their accounts. During the delay, members may not withdraw the funds in cash and the Credit Union will not use the funds to pay drafts that the member has written. Once they are available, members may withdraw the funds in cash and we will use the funds to pay drafts that members have written.

Even after funds have been made available to a member and the member has withdrawn the funds, the member is still responsible for checks they have deposited with us that have been returned to us unpaid and for any other problems involving the deposit.

DETERMINING THE AVAILABILITY OF A DEPOSIT

For determining the availability of deposits, every day is a business day, except Saturdays, Sundays and Federal Holidays. If a member makes a deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of the deposit. If a member makes a deposit after 3:00 p.m., or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we are not going to make all of the funds available on the same business day as the deposit, we will notify the member at the time the deposit is made. We will also tell the member when the funds will be available. If the deposit is not made directly to one of our employees, or if we decide to take this action after the member has left the premises, we will mail the member the notice by the next business day after we receive the deposit. If a member will need the funds from a deposit right away, the member should ask us when the funds will be available.

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

SAME DAY AVAILABILITY

Funds from the following sources will be available on the day we receive the deposit:

- Electronic direct deposits to the member's account
- Payroll deduction
- Checks drawn on FASNY Federal Credit Union
- U.S. Government checks made payable to the member
- State of New York Government checks made payable to the member
- Cash
- Traveler's Checks
- Cashier's, teller's, certified checks made payable to the member
- Money orders made payable to the member

OTHER CHECK DEPOSITS

- Miscellaneous checks drawn on New York financial institutions will have up to a two (2) business day hold
- Miscellaneous checks drawn on "out of town" financial institutions will have up to a five (5) business day hold
- Miscellaneous checks made payable to a person other than the member will have a five (5) business day hold

LONGER DELAYS MAY APPLY

In some cases, funds deposited by members may be delayed for a longer period of time than what is stated above. In the following cases, funds will generally be available no later than the eleventh business day after the day of the deposit.

- **Large deposits**
- **Redeposited checks:** A check that had been previously deposited and returned for non-payment.
- **Deposits made into accounts with repeated overdrafts:** If the member's account has been overdrawn three or more days in any given six-month period.
- **Reasonable cause:** If the Credit Union, for any worthwhile reason, doubts the collectibility of funds deposited.
- **Emergency:** Any emergency that is beyond control of the Credit Union, such as interruption of communication or computer facilities (funds availability would be determined by the nature of the emergency).
- **We believe the check you deposit will not be paid.**
- **New Accounts:** If you are a new Credit Union member, the following special rules apply during the first thirty (30), and in some cases (where noted) ninety (90) days, your account is open.

The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the day we receive your deposit. Funds from wire transfers into your account will be available on the first business day after we receive the transfer.

Funds from the deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits may be held for up to thirty (30) days at the Credit Union's discretion.

For more information, contact the Credit Union operations center at (866) 327-6928. You may also call the toll-free "Expedited Funds Availability" number: 1-800-426-3065. The Federal Reserve Bank has designated this number to answer questions.