

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CATHERINE CORBETT, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

BETHPAGE FEDERAL CREDIT UNION,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff Catherine Corbett, by counsel, and for her Class Action Complaint against the Defendant, she alleges as follows:

INTRODUCTION

1. This is a civil action seeking monetary damages, restitution and declaratory relief from Defendant, Bethpage Federal Credit Union (“Bethpage” or “Credit Union”), arising from the unfair and unconscionable assessment and collection of Non-Sufficient Funds Fees (“NSF Fees”), which Bethpage charges when it returns certain checking account debits unpaid.

2. Plaintiff Corbett (“Plaintiff” or “Ms. Corbett”) brings this action on behalf of herself and a class of all similarly situated consumers against Bethpage arising from the assessment of charging multiple \$30 NSF Fees on the same payment item, which is barred by the account contract and is deceptive.

3. Two documents permit Bethpage to impose NSF Fees and address the policies at issue in this Complaint. *See* Consumer Member Account Agreement (“Account Agreement”) attached as *Exhibit A*, and “Fee Schedule” attached as *Exhibit B* (collectively “Account Documents”).

4. Plaintiff does not dispute Bethpage's right to either (a) reject a transaction and charge a single NSF Fee or (b) pay a transaction and charge a single overdraft fee on a transaction that actually overdraws the account, but Bethpage unlawfully maximizes its already profitable account fees with deceptive practices that also violate its contract.

5. Specifically, in violation of its contract and reasonable consumer understanding, Bethpage often charges more than one NSF Fee on the *same transaction*, even though the contract states—and reasonable consumers understand—that the same transaction can only incur a *single* NSF Fee. These double and triple penalties crush accountholders already struggling to make ends meet.

6. This practice works to catch accountholders in an increasingly devastating cycle of account fees.

7. Bethpage unlawfully assesses *multiple* NSF Fees on a single Automated Clearing House (“ACH”) transaction or check.

8. In Bethpage's sole and undisclosed view, each time it processes an ACH transaction or check for payment after a having been rejected for insufficient funds, it becomes a new, unique item or transaction that is subject to another NSF Fee. But Bethpage's Account Documents never even hints that this counterintuitive result could be possible.

9. Bethpage's Account Documents indicate that only a single NSF Fee will be charged for “checks, ACH, and ATM withdrawals” however many times the request for payment is reprocessed. An electronic item reprocessed after an initial return for insufficient funds cannot and does not fairly become a new, unique item for NSF fee assessment purposes.

10. Bethpage breaches its contract when it charges more than one \$30 NSF Fee on the same item, since the contract states—and reasonable consumers understand—that the same item

can only incur a single NSF Fee.

11. Bethpage also breaches its duty of good faith and fair dealing when it charges multiple NSF Fees on a single transaction. Specifically, Bethpage abuses its contractual discretion by (a) processing transactions when it knows full well that a customer's account lacks sufficient funds and (b) charging NSF Fees upon each reprocessing of the same item.

12. This practice not only violates Bethpage's Account Documents and the covenant of good faith and fair dealing but is also unfair and deceptive under the consumer protection law of New York.

13. Ms. Corbett and other Bethpage customers have been injured by Bethpage's practices. On behalf of herself and the putative class, Ms. Corbett seeks damages, restitution and injunctive relief for Bethpage's breach of contract and violation of New York consumer protection law.

JURISDICTION

14. This Court has original jurisdiction over this putative class action lawsuit pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d)(2) & (6), because the aggregate sum of the claims of the members of the putative class exceeds \$5 million, exclusive of interest and costs, because Ms. Corbett brings this action on behalf of the proposed class that is comprised of over one hundred members, and because at least one of the members of the proposed class is a citizen of a different state than Bethpage.

15. Venue and personal jurisdiction are proper in this district because Bethpage is located in a county encompassed by this District.

PARTIES

16. Ms. Corbett is a natural person who is a citizen of New York and resides in Island

Park, New York. Ms. Corbett has a personal checking account with Bethpage.

17. Defendant Bethpage is a credit union with approximately \$7.5 billion in assets. It is one of the largest credit unions in New York. Bethpage is headquartered in Bethpage, New York and maintains branch locations across the state of New York. Many of Bethpage's accountholders are located in New York, but, on information and belief, many accountholders of Bethpage are citizens of other states.

18. Upon information and belief, at least one of the members of each of the proposed class is a citizen of a state other than New York.

19. Upon information and belief, numerous individuals who are citizens of other states and reside outside of New York are in fact members of Bethpage, and that many of those non-New York citizen members are members of the proposed class in this case.

20. Even for accountholders who first opened a Bethpage account while they lived in New York, many now are citizens of states other than New York. Upon information and belief, at least one of those persons is a member of the putative class

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. BETHPAGE IMPROPERLY CHARGES TWO OR MORE NSF FEES ON THE SAME ITEM

21. Bethpage regularly assesses two or more NSF Fees on the *same* item or transaction.

22. Plaintiff does not dispute Bethpage's right to reject a transaction and charge a *single* NSF Fee, but Bethpage unlawfully maximizes its already profitable NSF Fees with deceptive practices that also violate the express terms of its Account Documents.

23. Specifically, Bethpage unlawfully assesses *multiple* NSF Fees on a single Automated Clearing House ("ACH") transaction or check.

24. Unbeknownst to consumers, each time Bethpage reprocesses an ACH transaction

or check for payment after it was initially rejected for insufficient funds, Bethpage chooses to treat it as a new and unique item or transaction that is subject to yet another NSF Fee. But Bethpage's account documents never disclose that this counterintuitive and deceptive result could be possible and, in fact, suggest the opposite.

25. The account documents indicate that only a *single* NSF Fee will be charged per "item," however many times that item is reprocessed with no request from the customer to do so. An electronic item reprocessed after an initial return for insufficient funds, especially through no action by the customer, cannot and does not fairly become a new, unique item for fee assessment purposes, particularly here where Bethpage reprocesses the items knowing there are insufficient funds.

26. This abusive practice is not universal in the financial services industry. Indeed, major financial institutions like Chase—the largest consumer bank in the country—do not undertake the practice of charging more than one NSF Fee on the same item when it is reprocessed. Instead, Chase charges one NSF Fee even if a transaction is reprocessed for payment multiple times.

27. Bethpage's Account Documents never disclose this practice. To the contrary, the Credit Union's Account Documents indicate it will only charge a single NSF Fee on an item or per transaction.

A. Plaintiff's Experience

28. In support of her claims, Plaintiff offers an example of NSF Fees that should not have been assessed against her checking account. As alleged below, Bethpage: (a) reprocessed a previously declined transaction; and (b) charged a fee upon reprocessing.

29. On May 2, 2019, Ms. Corbett attempted to make a payment via ACH to Mid-Island

Mortgage.

30. Bethpage rejected payment of that transaction due to insufficient funds in Plaintiff Corbett's account and charged her a \$30 NSF Fee for doing so. Ms. Corbett does not dispute this initial fee, as it is allowed by Bethpage's Account Documents.

31. Unbeknownst to Ms. Corbett and without her request to Bethpage to reprocess the transaction, however, four days later, on May 6, 2019, Bethpage processed the same transaction yet again, and again rejected the transaction due to insufficient funds and charged Ms. Corbett *another* \$30 NSF Fee.

32. *In sum, Bethpage charged Ms. Corbett \$60 in NSF Fees to attempt to process a single payment.*

33. Ms. Corbett understood the payment to be a single transaction as is laid out in Bethpage's account, capable at most of receiving a single NSF Fee (if Bethpage returned it) or a single overdraft fee ("OD Fee") (if Bethpage paid it).

34. The same fact pattern occurred on other dates in 2019 when Ms. Corbett attempted a payment to Mid-Island Mortgage.

B. The Imposition of Multiple NSF Fees on a Single Transaction Violates Bethpage's Account Documents

35. The Account Agreement provides the general terms of Plaintiff's relationship with the credit union and makes explicit promises and representations regarding how transactions will be processed, as well as when NSF Fees and OD Fees may be assessed.

36. The Account Agreement and Fee Schedule, Ex. B, contain explicit terms promising that NSF Fees will only be assessed once per "item," when in fact Bethpage regularly charges two or more NSF Fees per "item" even though a customer only requested the payment or transfer once.

37. Bethpage’s contract indicates that a singular NSF Fee can be assessed per “item.”

According to the Fee Schedule:

NSF/Return item (per item)..... \$30

(emphasis added).

38. The Account Agreement states:

For Transaction Types:

Check, ACH, recurring debit

Check, ACH, recurring debit

Point of Sale (POS) everyday non-recurring debit card transactions

Point of Sale (POS) everyday debit card transactions

ATM and Online Bill Payments

Overdraft Protection transfers are available for all transaction types except for ATM debits.

Fee Status (if and when fee is charged):

Fee charged for each item paid if your Available Balance is insufficient when we post your payment.

Fee charged for each item returned unpaid if your Available Balance is insufficient to pay the item at the time your payment is presented.

(underline added).

39. The same “item” on an account cannot conceivably become a new “item” each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff took no action to reprocess it.

40. There is zero indication anywhere in the Account Agreement that the same “item” is eligible to incur multiple NSF Fees.

41. In fact, the Account Agreement defines “ACH transaction” so that any reasonable individual would expect a fee to be charged only once, when the ACH transaction is first posted:

If you do not have enough money in your Available Balance at the time an ACH payment is posted to your account, there will be an overdraft. If we pay the ACH, you will be charged a Courtesy Pay fee. If we decline to pay it, then it will be returned unpaid and you will be charged a non-sufficient funds (NSF) fee.

Ex. A (emphasis added).

42. Even if Bethpage reprocesses an instruction for payment, it is still the same “item.” The credit union’s reprocessing is simply another attempt to effectuate an accountholder’s original request for payment.

43. The disclosures described above never discuss a circumstance where Bethpage may assess multiple NSF Fees for a single item that was returned for insufficient funds and later reprocessed one or more times and returned again.

44. In sum, Bethpage promises that one \$30 NSF Fee will be assessed per “item,” and that term must mean all iterations of the same request for payment. As such, Bethpage breached its Account Agreement when it charged more than one NSF Fee per item.

45. Reasonable consumers understand any given authorization for payment to be one, singular “item” as those terms are used in Bethpage’s Account Agreement.

46. Taken together, the representations and omissions identified above convey to customers that all submissions for payment of the same transaction will be treated as the same “item,” which the Credit Union will either authorize (resulting in an overdraft item) or reject (resulting in a returned item) when it decides there are insufficient funds in the account. Nowhere does Bethpage disclose that it will treat each reprocessing of a check or ACH payment as a separate item, subject to additional fees, nor do Bethpage customers ever agree to such fees.

47. Customers reasonably understand, based on the language of the Account Agreement and Fee Schedule, that the Credit Union’s reprocessing of checks or ACH payments are simply additional attempts to complete the original order or instruction for payment, and as such, will not trigger NSF Fees. In other words, it is always the same item.

48. Banks and credit unions like Bethpage that employ this abusive practice know how

to plainly and clearly disclose it. Indeed, other banks and credit unions that do engage in this abusive practice disclose it expressly to their accountholders—something Bethpage never did.

49. For example, First Citizens Bank, a major institution in the Carolinas, engages in the same abusive practice as Bethpage, but at least expressly states:

Because we may charge a service fee for an NSF item each time it is presented, **we may charge you more than one service fee for any given item.** All fees are charged during evening posting. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

(emphasis added).

50. First Hawaiian Bank engages in the same abusive practices as Bethpage, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION.

(emphasis added).

51. Klein Bank similarly states in its online banking agreement:

[W]e will charge you an NSF/Overdraft Fee each time: (1) a Bill Payment (electronic or check) is submitted to us for payment from your Bill Payment Account when, at the time of posting, your Bill Payment Account is overdrawn, would be overdrawn if we paid the item (whether or not we in fact pay it) or does not have sufficient available funds; or (2) we return, reverse, or decline to pay an item for any other reason authorized by the terms and conditions governing your Bill Payment Account. We will charge an NSF/Overdraft Fee as provided in this section regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the bill payment.

52. First Financial Bank in Ohio, aware of the commonsense meaning of “item,” clarifies the meaning of that term to its accountholders:

Merchants or payees may present an item multiple times for payment if the initial or subsequent presentment is rejected due to insufficient funds or other reason

(representation). Each presentment is considered an item and will be charged accordingly.¹

53. Bethpage provides no such disclosures, and in so doing, deceives its accountholders.

C. The Imposition of Multiple NSF Fees on a Single Transaction Breaches Bethpage's Duty of Good Faith and Fair Dealing

54. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations and means that the credit union is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, the credit union has a duty to honor transaction requests in a way that is fair to Plaintiff and its other customers and is prohibited from exercising its discretion to pile on ever greater penalties on the depositor. Here—in the adhesion agreements Bethpage foisted on Plaintiff and its other customers—Bethpage has provided itself numerous discretionary powers affecting its customers' accounts. But instead of exercising that discretion in good faith and consistent with consumers' reasonable expectations, the Credit Union abuses that discretion to take money out of consumers' account without their permission and contrary to their reasonable expectations that they will not be charged multiple fees for the same transaction.

55. When Bethpage charges multiple NSF Fees, the Credit Union uses its discretion to define the meaning of "item" in an unreasonable way that violates common sense and reasonable consumer expectations. Bethpage uses its contractual discretion to set the meaning of that term to choose a meaning that directly causes more NSF Fees.

¹https://www.bankatfirst.com/content/dam/first-financial-bank/eBanking_Disclosure_of_Charges.pdf (last accessed July 15, 2019).

56. In addition, Bethpage exercises its discretion in its own favor—and to the prejudice of Plaintiff and its other customers—when it reprocesses a transaction when it knows a customer’s account lacks funds and then charges additional NSF Fees on a single item. Further, Bethpage abuses the power it has over customers and their accounts and acts contrary to his reasonable expectations under the Account Agreement. This is a breach of the credit union’s implied covenant to engage in fair dealing and act in good faith.

57. It was bad faith and totally outside of Plaintiff’s reasonable expectations for Bethpage to use its discretion to assess two or three NSF Fees for a single attempted payment.

58. When Bethpage charges multiple NSF Fees, the Credit Union uses its discretion to define contract terms in an unreasonable way that violates common sense and reasonable consumer expectations. Bethpage uses its contractual discretion to set the meaning of those terms to choose a meaning that directly causes more NSF Fees.

59. Moreover, Bethpage provides itself discretion to refuse to reprocess transactions that are initially rejected. It abuses that discretion when it repeatedly reprocesses transactions and charges NSF Fees each time.

CLASS ALLEGATIONS

60. Ms. Corbett brings this action on behalf of themselves and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23.

61. The proposed class (“Class”) is defined as:

All Bethpage checking accountholders in the United States who, during the applicable statute of limitations, were charged multiple NSF Fees on the same item.

62. Ms. Corbett reserves the right to modify or amend the definition of the proposed

Class before the Court determines whether certification is appropriate.

63. Excluded from the Class are Bethpage, its parents, subsidiaries, affiliates, officers and directors, any entity in which Bethpage has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

64. The members of the Class are so numerous that joinder is impractical. The Class consist of thousands of members, the identity of whom is within the knowledge of and can be ascertained only by resort to Bethpage's records.

65. The claims of Ms. Corbett are typical of the claims of the Class in that she, like all Class members, was charged improper NSF Fees. Ms. Corbett, like all Class members, has been damaged by Bethpage's misconduct in that she paid improper NSF Fees. Furthermore, the factual basis of Bethpage's misconduct is common to all Class members, and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Class.

66. There are numerous questions of law and fact common to the Class and those common questions predominate over any questions affecting only individual Class members.

67. Among the questions of law and fact common to the Class are whether Bethpage:
- a. Charged multiple NSF Fees on a single item;
 - b. Breached its contract with consumers by charging multiple NSF Fees on a single item;
 - c. Breached the covenant of good faith and fair dealing by charging multiple NSF Fees on a single transaction;
 - d. Violated New York consumer protection law by charging multiple NSF Fees on a single transaction;

- e. Whether Ms. Corbett and the Class were damaged by Bethpage's conduct and if so, the proper measure of damages.

68. Ms. Corbett is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers and against financial institutions. Accordingly, Ms. Corbett is an adequate representative and will fairly and adequately protect the interests of the Class.

69. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of Bethpage, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Bethpage's misconduct will proceed without remedy.

70. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

FIRST CLAIM FOR RELIEF
Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing
(On Behalf of Plaintiff and the Class)

71. The preceding allegations are incorporated by reference and re-alleged as if fully set forth herein.

72. Ms. Corbett and Bethpage have contracted for account deposit, checking, ATM, and debit card services. That contract does not permit Bethpage to charge multiple NSF Fees for the same item.

73. Under the laws of New York, good faith is an element of every contract pertaining to the assessment of OD Fees. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

74. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes his conduct to be justified. A failure to act in good faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of violations of good faith and fair dealing include evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

75. Bethpage has breached the covenant of good faith and fair dealing in its account agreement with customers by charging multiple NSF Fees for the same item.

76. Ms. Corbett and members of the Class have performed all, or substantially all, of the obligations imposed on them under the contract.

77. Ms. Corbett and members of the Class have sustained damages as a result of Bethpage's breach of the contract.

SECOND CLAIM FOR RELIEF
Violations of New York Consumer Protection Laws
(On Behalf of Plaintiff and the Class)

78. The preceding allegations are incorporated by reference and re-alleged as if fully set forth herein.

79. This claim is asserted on behalf of the Class of Bethpage customers who all enjoy the protections of Article 22-A of the New York General Business Law, the Consumer Protection from Deceptive Acts and Practices Law, N.Y. Gen. Bus. Law §§ 349 *et seq.*, which prohibits “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service.” N.Y. Gen. Bus. Law § 349(a).

80. Bethpage’s policies and practices complained of herein were and are consumer-oriented, in that they affect all consumers who maintain checking accounts with Bethpage.

81. The complained-of policies and practices were and are misleading in a material respect, because Ms. Corbett and the Class did not agree to pay more than one NSF Fee per item.

82. Ms. Corbett and members of the Class were injured as a result of Bethpage’s policies and practices, in that their accounts were debited by Bethpage in violation of their agreements with Bethpage.

83. Bethpage’s actions were willful and knowing.

84. As redress for Bethpage’s repeated and ongoing violations of these consumer protection statutes, Ms. Corbett and members of the Class are each entitled to (a) injunctive relief, and (b) three times actual damages (up to \$1,000.00). *See* N.Y. Gen. Bus. Law § 349(h).

PRAYER FOR RELIEF

WHEREFORE, Ms. Corbett and members of the Class demands a jury trial on all claims so triable and judgment as follows:

1. Declaring Bethpage's NSF Fee policies and practices to be wrongful, unfair and unconscionable;
2. Restitution of all NSF Fees paid to Bethpage by Ms. Corbett and the Class above \$10 per transaction;
3. For each member of the Class, actual damages in an amount according to proof;
4. For each member of the Class, pursuant to GBL 349, *et seq.*, the lesser of (a) three times actual damages in an amount according to proof, or (b) \$1,000;
5. Pre-judgment interest at the maximum rate permitted by applicable law;
6. Costs and disbursements assessed by Ms. Corbett in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and
7. Such other relief as this Court deems just and proper.

TRIAL BY JURY IS DEMANDED

Dated: July 19, 2019

Respectfully submitted,

/s/ Todd S. Garber

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Counsel for Plaintiff and the Proposed Class

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CATHERINE CORBETT, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Nassau County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Todd S. Garber, FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP, 445 Hamilton Avenue, White Plains, New York 10601, Tel: 914-298-3281

DEFENDANTS

BETHPAGE FEDERAL CREDIT UNION

County of Residence of First Listed Defendant Nassau County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C 1332(d)


Brief description of cause:
Breach of contract and violation of New York General Business Law § 349

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ > 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 7/19/2019 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Bradley F. Silverman, counsel for Catherine Corbett, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

N/A

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

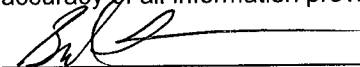
I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: 

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

CATHERINE CORBETT, on behalf of herself and all others similarly situated

Plaintiff(s)

v.

BETHPAGE FEDERAL CREDIT UNION

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BETHPAGE FEDERAL CREDIT UNION
899 S. Oyster Bay Road
Bethpage, NY 11714-1030

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Todd S. Garber
Bradley F. Silverman
Finkelstein, Blankinship,
Frei-Pearson & Garber, LLP
445 Hamilton Avenue
White Plains, New York 10601

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

EXHIBIT A

Consumer Member Account Agreement.

Effective October 20, 2017

Important account information for our members:

- Terms and Conditions
- Overdraft Policy Disclosure
- Wire Transfer Agreement and Disclosure
- Funds Availability Policy
- Substitute Checks and Your Rights
- Electronic Funds Transfers
- Truth-in-Savings Disclosure
- Please retain this agreement for your records

Bethpage 

Federal Credit Union

899 S. Oyster Bay Road
Bethpage, NY 11714-1030

800-628-7070
lovebethpage.com

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

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

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

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

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

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

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organiza-

tion's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

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

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

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

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

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your

account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for check deposits payable in foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail until we actually receive them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

WITHDRAWALS -

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

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even if it is presented for payment prior to the date of the check.

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

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

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

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

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

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

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. For information about how we post items presented to your account, please review the OVERDRAFT POLICY DISCLOSURE, Payment Types and How They are Processed in the next section.

OVERDRAFT POLICY DISCLOSURE - The Bethpage Overdraft Policy describes circumstances when we (the credit union) may, at our sole discretion, pay overdraft transactions from your checking account and when we may charge you a fee, along with other related information that may impact overdrawn transactions. The following definitions, examples and related information explain how we implement our policy. If you don't understand any of these terms or information in

1) DEFINITIONS

- “Overdraft” means the Available Balance in your account does not have enough money to cover a transaction at the time it is presented to us for authorization or payment, but we authorize or pay it anyway.
- “Available Balance” is the amount of money in your account available to you for immediate use. This includes funds available for automatic transfer from a linked Line of Credit or Savings account to cover an overdraft. The Available Balance may differ from the Total Balance because it takes into account amounts we deducted for pending debit transactions we have not yet posted to your account, such as debit card transactions that have been authorized by us. It also takes into account any holds on deposits. Pending debits and other holds will reduce the amount of funds in your Available Balance. The Funds Availability Policy disclosed in your Member Account Agreement includes additional information about when we place holds on your deposits. (See BALANCE EXAMPLES below).
- “Total Balance”, “Current Balance”, “Actual Balance”, “Ledger Balance” all refer to the amount of money in your account, including credit for the full amount of all deposits posted without regard to any portion of the deposit that may be on hold. Total Balance only reflects transactions that have “posted” to your account, but not transactions that have been authorized and are “pending”, or other payments such as checks you have written but not yet presented to us for payment. While these balance terms may sound as though the amount represents an up-to-date display of what is in your account that you can spend, that is not always the case. Any checks you have written, purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your balance. (See BALANCE EXAMPLES below)
- “Point of Sale” (POS) refers to everyday transactions where you pay for your purchase using your debit card, such as when you purchase gas at a gas station or buy lunch at a restaurant.
- “Card Payment Networks” refers to the different electronic networks used to process Point of Sale card transactions. Depending on the network used, a payment may be debited from an account immediately or may take several days before it is presented to us for posting to an account. (See POS Debit Card Payments for additional information).
- Automated Clearing House” (ACH) is an electronic network for financial transactions in the United States that processes large volumes of credit and debit transactions in batches.
- “Pending Transactions” are debit and credit transactions that have been initiated but have not yet posted to your account. These transactions will show as “pending” in our system until posted. (See BALANCE

EXAMPLES below). For debit card transactions, your Available Balance will be reduced at the time the transaction has been initiated. Your Total Balance will not be reduced until the pending debit transaction posts.

- "Posted Transactions" are transactions reflected in your Total Balance and which have been processed and posted to your account.

- "Courtesy Pay", "Standard Overdraft Practice" refers to a service we provide, once your account is six months old, where we may, in our sole discretion, pay certain types of transactions you initiate, even if it causes an overdraft in your account (you don't have enough money in your Available Balance at the time the transaction is presented for authorization or posting).

- "Overdraft Protection" is different from Courtesy Pay. Overdraft Protection is a service whereby Bethpage links your existing Bethpage member savings account to your checking account upon opening. If you subsequently apply and are approved for an Unsecured Line of Credit account (LOC), at your request, we will link the LOC to your checking account as well. These links enable funds to be automatically transferred from one or both of the linked accounts to your checking account in case of an overdraft. Overdraft Protection transfer fees are generally less expensive than the cost of Courtesy Pay fees, and we will always try to use Overdraft Protection, so long as you have enough funds available in your LOC or enough money in your savings account to cover an overdraft before we use Courtesy Pay.

2) PAYMENT TYPES AND HOW THEY ARE PROCESSED

- ACH transactions - These transactions are presented to us for processing electronically in large batches that include for example, direct deposit of payroll checks and automatic payments you set up, such as a monthly utility bill or monthly gym charge. If you do not have enough money in your Available Balance at the time an ACH payment is posted to your account, there will be an overdraft. If we pay the ACH, you will be charged a Courtesy Pay fee. If we decline to pay it, then it will be returned unpaid and you will be charged a non-sufficient funds (NSF) fee.

- Checks - The checks you wrote are also presented to us for processing in batches. If you do not have enough money in your Available Balance at the time a check is posted to your account, then there will be an overdraft. Again, if we pay the check anyway, then you will be charged a Courtesy Pay fee. If we decline to pay it, then it will be returned unpaid and you will be charged a non-sufficient funds (NSF) fee.

- ATM withdrawals - Withdrawals from ATMs immediately reduce the amount of money in both your Total Balance and Available Balance. We do not allow overdrafts for ATM withdrawals. If you do not have enough money in your Available Balance at the time you enter your

PIN (Personal Identification Number), then we will not allow you to make ATM withdrawals. In other words, generally, you cannot cause an overdraft by making an ATM withdrawal.

POS Debit Card Payments - There are two ways your payment may be processed - either through the PIN network or the Mastercard network. Both networks will require you to enter your PIN for authentication. (Note: Some merchants may still request your signature, but generally, you will need to enter your PIN or use other acceptable electronic authentication methods.)

- PIN Network - Payments processed through the PIN network (such as NYCE) are submitted for payment immediately. If approved, the payment is deducted from your account, reducing both your Available and Total Balance at the time of the transaction.

- Mastercard Network - Payments processed through the Mastercard network are submitted for authorization immediately. If authorized, the payment is routed to us for posting to your account, which may take several days. The authorized amount reduces your Available Balance at the time of purchase, and will reduce your Total Balance when we receive it for posting. In the interim, the payment amount is identified in our system as a Pending Transaction. If your Available Balance has insufficient funds when the payment is presented for posting (for example, an intervening transaction was paid), your account will be debited, causing an overdraft since you committed to making this payment.

If you opted into Courtesy Pay, please refer to the Fee Section below, which explains when you will be charged a fee for transactions when your account has insufficient funds.

3) BALANCE EXAMPLES

Your checking account Total and Available Balances can be checked online, at an ATM, by phone, or in the branch with one of our representatives. It is important to understand how the two Balances work so that you know how much money is in your account at any given time. These examples illustrate how Total and Available Balances work.

Example A (illustrates the effect of a transaction you initiate that is not yet reflected in either your Available or Total Balance)

You have a \$50.00 Total and Available Balance and you just wrote a check for \$40.00.

- Your Total and Available Balances are still \$50.00 because the check has not yet posted to your account. So, even though your account shows you have \$50, you have already spent \$40.

Example B (illustrates the effect of a pending transaction on the Total and Available Balances)

You have a Total and Available Balance of \$50 at the start of a day.

- You pay for lunch at a restaurant for \$25 with your debit card and the payment is routed through the Mastercard network. When Bethpage authorizes the payment at the time of the transaction, we will reduce your Available Balance by \$25. We must honor this payment when we receive it because you committed to paying this amount and we provided the merchant with authorization for payment. Your Total Balance will still show \$50.00 and the \$25.00 will show as a pending transaction in our system.

- When we post the payment, which may be several days later, the Total Balance will be reduced by \$25.00. Example C (illustrates how the Available Balance is used to determine when your account is overdrawn) Again, assume your Total and Available Balances at the start of a day are both \$50

- You use your debit card at a restaurant for \$25. If we authorize the transaction, we will reduce your Available Balance to \$25. Your Total Balance is still \$50.

- Before the restaurant charge processing is completed, a check you wrote for \$40 is presented to us for payment. Because you have only \$25 available (you have committed to pay the restaurant \$25), your account will be overdrawn by \$15 if we pay the check, even though your Total Balance is still \$50.

- In this case, if we choose to pay the \$40 check, you will also be charged a Courtesy Pay Overdraft Fee. That fee will be deducted from both your Available and Total Balances. If we choose to return the check due to insufficient funds instead of paying it, you will also be charged a fee that will be deducted from your account.

- If the \$25 restaurant charge is then presented for payment, it too will cause an overdraft because your Available Balance is not sufficient to pay it. The debit card overdraft will also result in another Courtesy Pay Overdraft fee because your Total Balance is insufficient.

See OVERDRAFT FEE TYPES AND WHEN THEY MAY BE CHARGED section for additional information about fees.

4) ADDITIONAL CONSIDERATIONS

It is important to understand, you may still overdraw your account even though the Available Balance appears to show there are sufficient funds to cover a transaction you want to make. This is because your Available Balance may not be sufficient to cover all your outstanding checks and automatic bill payments you authorized or other outstanding transactions not yet posted to your account. In Example C, the outstanding check will not be reflected in your Total or Available Balances until it is presented to us and paid from your account.

In addition, your Available Balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit the debit card transaction for payment

within three (3) business days of authorization, we will release the authorization for the transaction. The Available Balance will not reflect this transaction once the authorization has been released, until the transaction has been received by us and posted to your account. A merchant may also request an authorization exceeding the amount of the purchase. For example, a restaurant may request an authorization for an amount that includes an anticipated tip.

Most Pending Transactions and related authorizations that reduce your Available Balance are either posted or released within three (3) business days. However Pending Transaction for services such as hotel stays and car rentals, can take as long as thirty (30) days to post or be released. After the authorization has been released, the merchant may still present the authorized transaction for payment.

5)COURTESY PAY OVERDRAFT PAYMENT POLICY

After your checking account is six months old, Courtesy Pay may be available at our sole discretion to pay certain types of transactions, even if you don't have enough money in your Available Balance at the time the transaction is presented for authorization or payment.

Courtesy Pay is not available for ATM and Bethpage Online Banking Bill Pay transactions. In addition, due to federal regulations, you must provide us with your consent, known as "opting in" before we will consider paying everyday debit card transactions that overdraw your account. You can choose to opt-in to Courtesy Pay at the time you open your account or anytime thereafter. If you do not make a choice or do not opt-in to Courtesy Pay for everyday debit card transitions, we will still consider paying your checks and other payments using your account number, once your checking account is six months old. If you previously opted-in but wish to opt-out of Courtesy Pay for everyday debit card transactions, you can do so at any time. You can also request to opt-out of Courtesy Pay for all types of transactions. To let us know your choices after account opening, call us at 1-800-628-7070 or visit a branch to make your request.

The following information summarizes transactions we will or won't consider for Courtesy Pay:

Considered for Courtesy Pay after Checking Account is six months old:

- | Checks and other payments using your account number (e.g., ACH transactions).
- | Recurring debit card transactions (e.g., a monthly gym membership using your debit card).
- | If you opted-in, everyday debit card transactions.

NOT considered for Courtesy Pay; denied at time of request or returned to presenter unpaid.

- | ATM withdrawals and Online Banking Bill Payments.

If you have not opted-in, we will decline everyday debit card transactions. (Note: under limited circumstances, we may sometimes approve paying a transaction, but will not assess a fee if you have not opted in.)

If you contact us to request we not pay any type of transaction, we will decline or return items presented unpaid.

In all cases, whether or not we pay your overdraft is discretionary and we reserve the right to not pay. We may consider factors such as size of the transaction, if you are making regular deposits sufficient to cover transactions and the number of past overdraft occurrences. The fact that we may honor withdrawal requests that overdraw the account does not obligate us to do so later. In addition, if we elect to pay an overdraft, you have no right to defer payment and you must deposit additional funds into your account promptly in an amount sufficient to cover the overdraft and any related fees.

6) OVERDRAFT FEE TYPES AND WHEN THEY MAY BE CHARGED

Our Fee Schedule sets forth the amounts we charge for our services and is available online, at the branch, or by contacting our Call Center. The chart below explains when you will be charged a fee for transactions when your account has insufficient funds.

Bethpage Overdraft Decision:

Pays overdraft
Declines transaction
Pays overdraft - if opted into Courtesy Pay
Declines, or under limited circumstances we pay a transaction - if NOT opted into Courtesy Pay
Declines transaction
Overdraft Protection (linked savings or Line of Credit (LOC) to cover overdrafts)
Order of Payment with Overdraft Protection and Opted into Courtesy Pay:
1. Checking Account Available Balance
2. Personal LOC
3. Savings Account
(Member may request the Savings to be used first before LOC)
4. Courtesy Pay

For Transaction Types:

Check, ACH, recurring debit

Point of Sale (POS) everyday non-recurring debit card transactions

Point of Sale (POS) everyday debit card transactions

ATM and Online Bill Payments

Overdraft Protection transfers are available for all transaction types except for ATM debits.

Fee Status (if and when fee is charged):

Fee charged for each item paid if your Available Balance is insufficient when we post your payment.

Fee charged for each item returned unpaid if your Available Balance is insufficient to pay the item at the time your payment is presented.

Fee charged for each overdrawn item paid, with the following exceptions:

1. No fee charged for overdraft purchases of \$20 or less.
2. No fee charged for overdraft purchases over

\$20.00 when your Total Balance at the time your transaction posts has enough funds to cover the payment, even though funds in your Available Balance are overdrawn.

No fee charged (including if we choose to pay an overdraft on occasion if you are not opted into Courtesy Pay for POS transactions)

No Fee charged

One Transfer Fee will be charged to one or both linked accounts used to cover the checking overdraft Balance (if applicable).

- The amount of funds available in the linked account(s) will automatically transfer to the checking account at the end of our daily processing cycle to cover the amounts that would have otherwise overdrawn the account.

- Transfers from your LOC account are also subject to finance charges as described in your loan agreement.

If funds are not available in the linked account(s) to cover any of the overdrawn transactions, then those transactions will be subject to an overdraft or returned item fee, as applicable and as explained in previous sections above.

7) HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT

This section explains generally how and when we post transactions.

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

Transaction Type:

“Real Time” transactions

Other “Batch” Transactions

Bank Initiated

Description and order:

Certain transactions are considered “Real Time” transactions that occur and post to your account generally when they are initiated during the course of the day. These include for example, ATM Transactions, Teller Transactions, POS Debit Card Transactions processed through the PIN network, Wire Transfers and other account transfers you initiate in the Branch, ATM, Call Center or Bethpage Online Banking.

Other transactions are grouped together in batches by similar transaction types, and post to your account at various times during the day. Credits in each batch post first and debits generally post in lowest to highest amount order:

- ACH credits & debits (3 files processed at various times during the day).
- Bethpage online bill payments, check payments and similar items.
- POS transactions processed through the Mastercard network can settle throughout the day.
- Bank initiated fees such as overdraft or returned check fees will generally post after the transaction to which it applies for ACH and items such as checks, or at the end of the processing cycle for online banking and POS debit card transactions.
- Interest posting and automatic account transfers generally post at the end of our processing day.

8) TIPS FOR AVOIDING OVERDRAFT FEES

The best way to avoid overdraft and returned payments and any associated fees is to always make sure you have enough funds available in your account to cover all transactions you authorize for payment. You can always contact us by calling 1-800-628-7070 or visiting one of

our branches if you have any questions. In addition, the following tips offer options to assist you:

- Check your balances through a variety of options we offer including online, mobile and telephone access.
- Activate the option we offer in online banking to receive low balance email or mobile alerts.
- Make transfers into your account from funds you may have at other institutions.
- Apply for Overdraft Protection service to transfer funds from a linked Member Savings account or an existing Line of Credit to your checking account to cover overdrafts, which may cost less and have a lower fee.
- If opted into Courtesy Pay, you can opt out at any time, which means we will decline POS transactions that would create an overdraft.

OWNERSHIP ACCOUNT TYPES AND BENEFICIARY DESIGNATION -

Certain rules apply to accounts depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. After a member account is established by signing an original signature card agreement, subsequent accounts opened with the exact same ownership/title will be governed by the original signature card agreement without the need for a new signature card to be completed. At member request or as the circumstances may require, new signature cards may be completed for each new account notwithstanding the prior statement.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s).

Revocable Trust Account (also known as Payable on Death or Totten Trust) - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship unless

otherwise designated. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. We reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy us that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and if applicable, the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility, among other things, to properly distribute the funds in the account upon the minor's death or attainment of the age of majority as well as transfer the funds to the minor upon the minor's age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

You will not be allowed to pledge the account as collateral for any loan. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - If the account is not owned by a natural person (for example, if it is owned by a corporation, partnership, limited liability company, sole proprietor-

ship, unincorporated association, etc.), then the account holder must provide us with evidence to our satisfaction of the authority of the individual who signs the signature card to act on behalf of the account holder. On any transactions involving the account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the account holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arising as to authorization with regard to the handling of the account, you agree we may place a hold on the account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

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

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

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

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to act on your behalf pursuant to a valid power of attorney. A power of attorney continues until your death. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may

incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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

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

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

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

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

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

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

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or

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

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

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure herein or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s). We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. We may restrict or suspend access by a member to any or all products or services, except the basic rights of a member to vote in annual and special meetings and retain a share account, if a member engages in conduct that is abusive to the credit union and its membership. This conduct includes, but is not limited to: actions that abuse the products or services of the credit

union; abusive or threatening behavior; and suspicious, fraudulent, illegal, dishonest, or deceptive activities. Restrictions or suspensions of accounts, products, and/or services will be reasonably related to the nature of the member's conduct. This policy will also apply to joint owners and authorized users of accounts, products, and services.

When a member is delinquent on a loan or has caused us a loss, we may deny that member's subsequent application for any new product or service that would allow the member to obtain further products and/or credit from us or cause us a further loss. Pursuant to our bylaws and the Federal Credit Union Act, members may be expelled at a special meeting called for the purpose of expelling those members.

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

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

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

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

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

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

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

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

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

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

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

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

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

Neither our contract rights nor rights under a statutory lien apply to your account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to your account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security

interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

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

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

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

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. To the extent applicable by law, we reserve the right in our sole

discretion to refuse to accept any check presented for deposit or for encashment.

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

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

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

CREDIT VERIFICATION - You authorize the credit union to verify credit and employment history, as well as any information provided on your application, to inquire of references and other account relationships, and to obtain business and consumer reports from credit reporting agencies on you.

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

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share informa-

tion about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

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

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

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

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

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

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO

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

To provide you with the best possible service for your account we may need to contact you about your account from time to time by telephone or text messaging. By providing us with a telephone number at any point, you grant us prior express consent (as that term is used in 47

U.S.C. §227 and 47 CFR §64.1200) to contact you for informational purposes about your account(s) pursuant to the Telephone Consumer Protection Act of 1991 (TCPA) and its related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account(s), and as authorized by applicable law and regulations.

- Your consent does not authorize us to contact you for telemarketing purposes unless you expressly agree in writing that we may call or text a designated number for such purposes.

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

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

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

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

opportunity, or for attorneys' fees incurred by you.

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

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

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

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

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

ACH AND WIRE TRANSFERS - Provisional Credit - You agree to be bound by the Operating Rules and Guidelines of NACHA, the Electronic Payments Association ("NACHA Rules") for transfers through the Automated Clearing House ("ACH") network and to Article 4A of the Uniform Commercial Code as adopted in the state of New York ("UCC"), as applicable. These rules provide, among other things, that payments

made to you or originated by you, are provisional until final settlement is made through the ACH network, a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403 of the UCC.

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

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

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

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

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

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

NCUA INSURANCE - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed

qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may visit the NCUA website at www.ncua.gov and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

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

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

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account. Uniform

Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

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

of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

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

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

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

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

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

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

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

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

WIRE TRANSFER AGREEMENT AND DISCLOSURE

This Wire Transfer Agreement and Disclosure ("Wire Agreement") defines the responsibilities of Bethpage Federal Credit Union ("Bethpage" "we", "us") and our member ("Member", "you", "your") responsibilities for the transfer of funds from your account with us ("Authorized Account") for credit to an account at another financial institution, in accordance with instructions we receive from you as described herein. The terms used in this Wire Agreement have the meaning given to them in Article 4A of the UCC - Funds Transfers (UCC 4A), unless otherwise defined herein. Defined terms, whether or not capitalized, shall have the meaning ascribed to those terms in this Wire Agreement or, if not otherwise defined herein, in the Member Account Agreement. In the event of a conflict, the definition in the Wire Agreement shall have priority.

Definitions

· Payment Order - A "Payment Order" is an order or an instruction by you, as sender, to Bethpage as the receiving financial institution directing

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

Funds Transfer Systems and Wire Transfer Laws and Rules

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

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

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

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

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

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

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

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

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

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

Cut-Off Time - In order to process your Wire Transfer request on any given Business Day, we must receive your instructions prior to 2:45

PM ET ("Cut-Off Time"). Requests received after the Cut-Off Time may be deemed to be received on and will be processed on the following Business Day, as set forth below. The Cut-Off Time is subject to change without advance notice. We may, in our discretion, attempt to

process your instructions after the Cut-Off Time, but we will have no obligation to do so and will have no liability for deeming the instructions received on the following Business Day. In order to allow for sufficient time to process your wire, check with your local Branch or our Call Center.

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

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

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

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

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

- a. Performing fraud related screens to the wire instructions.
- b. Contacting you using information from your member account records

to verify the Funds Transfer.

c. Requesting and editing correct password or information that only you should have.

d. Requesting and validating primary identification or documentation from you we require.

e. Providing correct responses to one or more previously provided challenge questions.

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

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

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

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

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

Cancellation or Amendment of Wire Transfer Request -

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

International Funds Transfers:

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

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

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

Transfer to Beneficiary Bank - When you request Bethpage to make a Funds Transfer, you must select a financial institution as the beneficiary bank (i.e., the recipient's bank) and a particular account into which the funds must be deposited at the beneficiary bank. The beneficiary bank is responsible for following your instructions and for notifying the beneficiary that funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank, which is responsible to locate, identify, and make payment to your beneficiary. If your beneficiary cannot be located and identified, the funds may be returned, net of any applicable fees imposed by the beneficiary bank or us, including, in the case of a permitted international Wire Transfer, charges and price differences arising from any required currency conversions.

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

Currency

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

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

Consumer International Wires:

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

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

Limit on Liability; Damages - IN NO EVENT SHALL BETHPAGE BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR FUNDS TRANSFER REQUEST. Any claim for interest payable by

Bethpage shall be at our published savings account rate. You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a Payment Order or Funds Transfer, unless this waiver is prohibited by law. We are not responsible for attorneys' fees you might incur due to erroneous execution of Payment Order or Funds Transfer.

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

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

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

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

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

FUNDS AVAILABILITY POLICY

This policy statement applies to all Bethpage accounts. Your Ability to Withdraw Funds

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

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

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

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day with a teller at one of our branches, we will consider that day to be the day of your deposit. If you make a deposit at an ATM before 6:00 PM local time on a business day that we are

open, we will consider that day to be the day of your deposit. If you make an ATM deposit after this stated time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Branch Deposits:

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

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

Second Day Availability

ATM Deposits;

Remote Deposit Capture Deposits;

Bethpage Account Deposits made at Shared Branch Locations;

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

Case by Case Delays May Apply

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

If your deposit is not made directly to one of our employees, or if we decide to take this action to delay your funds after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply

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

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

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

Special Rules for New Member Accounts

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

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

Holds on Other Funds

Check Cashing:

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

Other Accounts:

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

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

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

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

What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

How do I make a claim for a refund?

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

Bethpage Federal Credit Union Operations Center - Check Processing

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

Your claim must include –

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

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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

- Preauthorized credits. You may make arrangements for certain direct

deposits (such as Social Security, payroll or pension) to be accepted into your checking, savings or money market account(s).

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

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

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

ATM Transfers - types of transfers and dollar limitations

- You may access your account(s) by ATM using your Consumer Debit Card or Youth Debit Card and PIN, to:

- make deposits to checking, savings and money market account(s) at ATMs we own or operate
- withdraw up to \$1,000.00 per day; \$200.00 for Youth Debit and New members (accounts open 30 days or less)
- transfer funds between checking, savings and money market account(s)
- get information about the account balance of your checking and savings account(s)

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM Card and PIN, to:

- make deposits to savings and money market account(s) at ATMs we own or operate
- withdraw up to \$1,000.00 per day
- transfer funds between savings and money market account(s)
- get information about the account balance of your savings account(s)

Some of these services may not be available at all terminals.

You may withdraw no more than the available balance.

Types of Consumer Debit Card and Youth Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods

or pay for services (in person, online or by phone) or do anything that a participating merchant will accept, including returns.

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

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

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

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

- transfer funds between checking, savings or money market
- transfer funds from line of credit to checking, savings or money market
- make payments from checking, savings or money market to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
- you may transfer no more than \$10,000.00 per day to any one payee
- get information about:
 - the account balance of any deposit or loan product

• Remote Deposit Capture

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

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

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

FEES

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

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

fund transfers.

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

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

DOCUMENTATION

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

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

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

PREAUTHORIZED PAYMENTS

- Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

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

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

- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)

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• Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION'S LIABILITY

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

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

CONFIDENTIALITY

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

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

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• Generally. Tell us AT ONCE if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. 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 you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have stopped

someone from using your card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

· Additional Limits on Liability for Mastercard®-branded Debit Card.

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

(b) Contact in event of unauthorized transfer. If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this Member Account Agreement in the next section. You should also call the number or write to the address listed in this Member Account Agreement in the next section if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer)

to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

CONTACT INFORMATION: BETHPAGE FEDERAL CREDIT UNION OPERATIONS AND RISK

P.O. BOX 127 BETHPAGE, NY 11714 Phone: 800-628-7070

Business Days: Monday through Friday Excluding Federal Holidays

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

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

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

in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

8. Prevent others from seeing you enter your PIN by using your body to shield their view.

9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.

12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.

13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.

14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

15. We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Direct complaints concerning ATM facility security to us at the phone number listed in this agreement or the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.

TRUTH-IN-SAVINGS DISCLOSURE

BONUS CHECKING (FREE CHECKING) - AGES 21 + YOUNG ADULT
CHECKING - AGES 18-20

Rate Information - At the time of account opening, we will make a Rate Sheet available to you. The Rate Sheet will include the current Dividend Rate and Annual Percentage Yield (APY) in effect for your account. The Rate Sheet is considered part of the Truth in Savings Disclosure.

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

Monthly dividend requirements - These requirements must be met in order to accrue monthly dividends.

- 10 Debit Card transactions during the monthly cycle;
- eStatements - electronic delivery of your periodic statement; and
- Direct Deposits - at least one direct deposit during the monthly cycle

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

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

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

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

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

The Young Adult Checking Account will automatically convert to a Bonus Checking (Free Checking) account when you reach 21 years of age.

YOUTH CHECKING / STUDENT CHECKING - AGES 15-17

Rate Information - At the time of account opening, we will make a Rate Sheet available to you. The Rate Sheet will include the current Dividend Rate and Annual Percentage Yield (APY) in effect for your account. The Rate Sheet is considered part of the Truth in Savings Disclosure.

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

Monthly dividend requirements - A minimum daily balance of \$2,500 is required to accrue monthly dividends.

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

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

Minimum balance requirements - There is no minimum balance requirement to maintain this account, however you must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

The Youth Checking/Student Checking account will automatically convert to a Young Adult Checking account when you reach 18 years of age.

SAVINGS - AGES 21 AND OVER

Rate Information - At the time of account opening, we will make a Rate Sheet available to you. The Rate Sheet will include the current Dividend Rate and Annual Percentage Yield (APY) in effect for your account. The Rate Sheet is considered part of the Truth in Savings Disclosure.

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

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

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

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

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

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

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

Transaction limitations - During any calendar month, you may not

make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic, computer or telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account may be subject to fees and closure by the credit union.

Par value of a share:

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

VACATION, HOLIDAY AND SPECIAL PURPOSE SAVINGS

Rate Information - At the time of account opening, we will make a Rate Sheet available to you. The Rate Sheet will include the current Dividend Rate and Annual Percentage Yield (APY) in effect for your account, which is the same as that shown for Savings. There is not a separate listing for this account on the Rate Sheet. The Rate Sheet is considered part of the Truth in Savings Disclosure.

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

Monthly dividend requirements - A minimum daily balance of \$1.00 is required to accrue monthly dividends.

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

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

Minimum balance requirements - The minimum balance required to open this account is \$1.00. You must maintain a minimum daily balance of \$1.00 in your account each day to obtain the disclosed annual percentage yield.

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

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

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

fees and closure by the credit union.

YOUTH SAVINGS - AGES 17 AND UNDER/ YOUNG

ADULT SAVINGS - AGES 18-20

Rate Information - At the time of account opening, we will make a Rate Sheet available to you. The Rate Sheet will include the current Dividend Rate and Annual Percentage Yield (APY) in effect for your account. Both accounts receive the same Dividend Rate and APY and is labeled on the Rate Sheet as Youth/Young Adult Savings account. The Rate Sheet is considered part of the Truth in Savings Disclosure.

The Youth Savings and Young Adult Savings earn a blended dividend rate based on two different rates that are applied to specified balance levels. The Rate Sheet includes the Dividend Rate and APY for each balance threshold. For example, if the lower threshold is \$1,000 and the account has a balance of \$2,000, then the balance up to \$1,000 earns the APY defined for that balance threshold. The balance above \$1,000 earns the APY defined for the higher balance threshold.

The dividend rates and annual percentage yields for this account type are variable and may change at any time at our discretion.

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

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

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

Minimum balance requirements - The minimum balance required to open this account is \$5.00.

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

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

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

Par value of a share:

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

The Youth Savings Account will automatically convert to a Young Adult Savings account when you reach 18 years of age.

The Young Adult Savings Account will automatically convert to a Savings account for age 21 and over when you reach 21 years of age.

MONEY MARKET

Rate Information - At the time of account opening, we will make a Rate Sheet available to you. The Rate Sheet will include the current Dividend Rate and Annual Percentage Yield (APY) in effect for your account. The Rate Sheet is considered part of the Truth in Savings Disclosure.

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

The dividend rates and annual percentage yields for this account type are variable and may change at any time at our discretion.

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

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

Minimum balance requirements - The minimum balance required to open this account is \$1.00.

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

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

Tier 1 - \$500 required to earn the Tier 1 dividend rate and APY. Tier 2 - \$25,000 required to earn the Tier 2 dividend rate and APY. Tier 3 -

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

• Ending balance in Tier 3 from April 1st through April 15th - Tier 3 dividend rate and APY would apply for each of these days.

• Ending balance below \$500 from April 16th through April 30th - The savings dividend rate and APY would apply for each of these days.

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

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

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

NON-DIVIDEND CHECKING / SAVINGS

Bethpage may offer non-dividend Checking and/or Savings accounts

Minimum balance requirements -

The minimum balance required to open the non-dividend savings account is \$5.00. No minimum balance requirements apply to the non-dividend checking account.

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

Par value of a share:

The par value of a share for the non-dividend savings account is \$5.00.

3, 6, 12, 18, 24, 30, 36, 48, 60 MONTH CERTIFICATE & 39 MONTH "BUMP UP" CERTIFICATE

Rate Information and Maturity Date -

Rate Information - At the time of account opening, we will make a Rate Sheet available to you. The Rate Sheet will include the current Dividend Rate and Annual Percentage Yield (APY) in effect for each certificate maturity term we offer. The Rate Sheet is considered part of the Truth in Savings Disclosure.

Certificate accounts earn a fixed Dividend Rate. Your account will earn

the dividend and APY rate stated for the term you choose until the first maturity date, except for the "Bump Up" certificate as explained in the Certificate Additional Information Section.

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

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

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

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

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

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

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

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

Early withdrawal penalties -

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

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

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

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

The above referenced Certificate maturity terms are offered as of the creation date of this document. Certificate maturity term offerings are subject to change for new accounts.

Certificate Additional Information -

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

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

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

ADDITIONAL INFORMATION FOR ALL BETHPAGE ACCOUNTS

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

Bylaw requirements:

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

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

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



Federally
Insured
By NCUA

MK-286D 10/2017

EXHIBIT B

Fee Schedule

Inactive Account Fee.....	\$5
Bond/Coupon Redemption.....	\$10
Return of Deposited Item.....	\$10
Courtesy Pay Overdraft Check.....	\$30
Courtesy Pay Overdraft POS (per item).....	\$10
Courtesy Pay Overdraft ACH.....	\$30
NSF/Return item (per item).....	\$30
Transfer for NSF Item, from Share or Line of Credit.....	\$5
Stop Payment (Share Drafts & ACH).....	\$30
Copy of Paid Check.....	\$3
Wire Transfer Domestic (outgoing).....	\$20
Wire Transfer International (outgoing).....	\$30
Money Orders	
Members with Direct Deposit.....	\$1
Members without Direct Deposit.....	\$5
Bill Payment.....	FREE
Gift Cards.....	\$2.50 up to \$100; \$5 from \$100.01 to \$500

BONUS CHECKING

Monthly Fee	FREE
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CHECK PRINTING

Bethpage Imprinted Checks	
With Direct Deposit.....	FREE
Without Direct Deposit	Varies
Custom Check Designs	Varies

ATM WITHDRAWALS, INQUIRIES, DENIED TRANSACTIONS

Bethpage ATMs.....	FREE
Network ATMs.....	FREE
Out of Network ATMs.....	FREE*
ATM/Check Card Replacement.....	\$5

EXCESS TRANSACTION

Savings or Money Market.....	\$10
HELOC Withdrawal less than \$500.....	\$10
Account Research (per hour).....	\$25
Tax Levy/Restraining Notice/Information Subpoena.....	\$20
Statement Replacement Copy.....	\$3
Printed Account History (per period).....	\$1

SAFE DEPOSIT BOX (Bethpage Branch Only, Based On Availability, 25% Senior Discount)

3x5" Annual Rental	\$30
5x5" Annual Rental	\$42
3x10" Annual Rental	\$54
5x10" Annual Rental	\$72
10x10" Annual Rental	\$144
Break Open Safe Deposit Box.....	\$125
Safe Deposit Box Key Replacement	\$5

All fees subject to change without notice.

Sales tax will be added where applicable.

*Owner of the ATM may impose a fee.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Challenges Bethpage Financial Credit Union's NSF Fee Practices](#)
