

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

DADM KIDZ CUTS II LLC, on behalf of
itself and all others similarly situated,

Plaintiff,

vs.

SUNMARK CREDIT UNION,

Defendant.

Civil Action No. 1:21-cv-178 (GTS/CFH)

JURY TRIAL DEMAND

CLASS ACTION COMPLAINT

Plaintiff DADM KIDZ CUTS II LLC, on behalf of itself and all others similarly situated brings this class action complaint against Sunmark Credit Union (“Sunmark” or “Credit Union”), and alleges the following: §

INTRODUCTION

1. When accountholders open a checking account with their Credit Union, they have to enter into a standard contract written by the Credit Union and its lawyers. All the Credit Union has to do is honor the contract it wrote and comply with the terms it dictated.

2. Sunmark promises its customers that if their account balance drops too low to cover a particular “item,” such as a check, withdrawal, or service charge, Sunmark will charge the customer a single \$30 insufficient funds fee (“NSF Fee”) or overdraft fee (“OD Fee”) per item. But as Plaintiff and customers all over the country have discovered, Sunmark doesn’t abide by this promise. Instead, Sunmark routinely charges its customers multiple fees for the same item, driving their account balances deeper into negative territory.

3. Sunmark's customers have been injured by the Credit Union's improper practices to the tune of millions of dollars bilked from their accounts in violation Sunmark's clear contractual commitments.

4. Plaintiff, on behalf of itself and two Classes of similarly situated consumers, seeks to end Sunmark's abusive and predatory practices and force it to refund all of these improper charges. Plaintiff asserts claims for breach of contract; breach of the covenant of good faith and fair dealing; violation of state consumer protection law; and/or unjust enrichment, and seeks damages, restitution, and injunctive relief, as set forth more fully below.

PARTIES

5. Plaintiff is an LLC wholly owned and operated by Denise Deitz-Morgan, who is a citizen and resident of New York. Plaintiff holds a Sunmark checking account.

6. Defendant Sunmark Credit Union is engaged in the business of providing retail Credit Union services to consumers, including Plaintiff and members of the putative Classes. Sunmark has its headquarters in Latham, New York.

JURISDICTION AND VENUE

7. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because (1) the proposed Class is comprised of at least 100 members; (2) At least one member of the proposed class resides outside of New York; and (3) the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Sunmark is subject to personal jurisdiction here and regularly conducts business in this District, and because

a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

I. SUNMARK CHARGES MORE THAN ONE NSF FEE ON THE SAME ITEM

9. Sunmark's Account Documents allow it to charge a *single* \$30 NSF Fee or a *single* \$30 OD Fee when an item is returned for insufficient funds or paid despite insufficient funds.

10. Sunmark breaches its contract by charging more than one \$30 NSF Fee on the same item, since the contract explicitly states—and reasonable consumers understand—that the same item can only incur a single NSF or OD Fee.

11. Sunmark's abusive practices are not standard within the financial services industry. Indeed, major banks like JP Morgan Chase—the largest consumer bank in the country—charge one NSF Fee per item, even if that item is resubmitted for payment multiple times.¹ And while some other banks credit unions engage in the same practices as Sunmark, they clearly disclose those charges in the deposit agreements with their customers.

12. Sunmark's Deposit Agreement does not say that Sunmark repeatedly charges customers multiple fees on a single item. To the contrary, the Deposit Agreement indicates it will only charge a single NSF Fee or OD Fee on an item.

A. Plaintiff's Experience.

13. In support of her claims, Plaintiff offers examples of fees that should not have been assessed against her checking account. As alleged below, Sunmark: (a) reprocessed previously

¹ As indicated by Chase's printed disclosures, an "item" maintains its integrity even if multiple processes are affected on it: "If we return the same item multiple times, we will only charge you one Returned Item Fee for that item within a 30-day period."

declined items; and (b) charged an additional fee upon reprocessing, for a total assessment of \$60 *in fees on each item*.

14. On August 5, 2020, Plaintiff attempted an ACH payment to Bank of America.

15. Sunmark rejected payment of that item due to insufficient funds in Plaintiff's account and charged a \$30 NSF Fee for doing so. Plaintiff does not dispute this initial fee, as it is allowed by Sunmark's Deposit Agreement.

16. Unbeknownst to Plaintiff, and without its request to Sunmark to reprocess the item, however, two days later, on August 7, 2020, Sunmark processed the same item yet again. Again, Sunmark returned the item unpaid and charged Plaintiff *another* \$30 NSF Fee for doing so. Sunmark knew the re-presentment was merely a re-processing of the first transaction because it was labeled a RETRY PYMT on Plaintiff's statements.

17. In sum, Sunmark assessed Plaintiff \$60 in fees in its failed effort to process a single payment.

18. A similar pattern occurred on August 18, 2020 and August 19, 2020, when Sunmark initially rejected payment of an ACH item due to insufficient funds in Plaintiff's account and then, a day later, without Plaintiff's request to Sunmark to reprocess the item, Sunmark re-processed the same and charged Plaintiff *another* \$30 fee for doing so.

B. The Imposition of Multiple Fees on a Single Item Violates Sunmark's Express Promises and Representations.

19. Sunmark's Account Documents state that the Credit Union will assess a single fee of \$30 for an item that is returned due to insufficient funds.

20. According to the Fee Schedule, at most a *single* fee will be assessed when an item is returned or paid into overdraft:

Returned Item (NSF / UCF) Fee (Check, ACH) \$30

Fee Schedule, Ex. A.²

21. The same check, automatic bill payment, or other electronic payment on an account is not a new “item” each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff took no action to resubmit the item.

22. The Account Documents do not say that the same item is eligible to incur multiple fees. Indeed, the Sunmark Deposit Agreement states:

The Credit Union may charge *a fee for an insufficient funds item* whether paid or returned as set forth in the “Rate Addendum and Schedule of Fees and Charges.”

Deposit Agreement, Ex. B at 3 (emphasis added).

9. The disclosures never discuss a circumstance where Sunmark may assess multiple fees for an item that was returned for insufficient funds and later reprocessed one or more times and returned again.

10. Even if Sunmark 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 order or instruction.

11. As alleged herein, Plaintiff took only a single action to make a single payment; she therefore created only one item and may be charged only a single fee.

12. In sum, Sunmark promises that one \$30 NSF Fee or one \$30 OD Fee will be assessed “per item,” and this must mean all iterations of the same instruction for payment. As such, Sunmark breached the contract when it charged more than one fee per item.

² The consumer fee schedule and business fee schedule are materially identical. The business fee schedule is attached as Exhibit A.

13. 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 pay (resulting in an overdraft item) or return (resulting in a returned item) when it decides there are insufficient funds in the account. Nowhere does Sunmark disclose that it will treat each reprocessing of a check or ACH payment as a separate item, subject to additional fees, nor do Sunmark customers ever agree to such fees.

14. Customers reasonably understand, based on the language of the Account Documents, 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 additional NSF Fees. In other words, it is always the same item.

15. Banks and credit unions like Sunmark that employ this abusive multiple fee 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 Sunmark never did.

16. For example, First Hawaiian Bank engages in the same abusive practices as Sunmark, 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.

Terms and Conditions of FHB Online Services, First Hawaiian Bank 40, https://www.fhb.com/en/assets/File/Home_Banking/FHB_Online/Terms_and_Conditions_of_FHB_Online_Services_RXP1.pdf (last accessed September 25, 2019) (emphasis added).

17. 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.**

Consumer and Small Business Online Access Agreement, Klein Bank ¶ H, <https://www.kleinbankonline.com/bridge/disclosures/ib/disclose.html> (last accessed September 25, 2019) (emphasis added).

18. Central Pacific Bank, a leading bank in Hawai'i, states in its Fee Schedule under the "MULTIPLE NSF FEES" subsection: "Items and transactions (such as, for example, checks and electronic transactions/payments) returned unpaid due to insufficient/non-sufficient ("NSF") funds in your account, may be resubmitted one or more times for payment, and a \$30 fee will be imposed on you each time an item and transaction resubmitted for payment is returned due to insufficient/nonsufficient funds." *Miscellaneous Fee Schedule*, Central Pacific Bank 1 (Feb. 15, 2019), <https://www.centralpacificbank.com/PDFs/Miscellaneous-Fee-Schedule.aspx>.

19. BP Credit Union likewise states: "We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item."

20. Sunmark provides no such disclosure, and in so doing, breaches its contracts with accountholders, engages in bad faith conduct, and deceives its accountholders.

C. The Imposition of Multiple Fees on a Single Item Breaches Sunmark's Duty of Good Faith and Fair Dealing.

21. 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 vested 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. Here—in the adhesion agreements Sunmark foisted on Plaintiff and its other customers— Sunmark has provided itself numerous discretionary powers affecting customers' Credit Union 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' accounts without their permission and contrary to their reasonable expectations that they will not be charged multiple fees for the same transaction.

22. Sunmark exercises its discretion in its own favor—and to the prejudice of Plaintiff and its other customers—when it defines “item” in a way that directly leads to more NSF Fees. Further, Sunmark abuses the power it has over customers and their Credit Union accounts and acts contrary to their reasonable expectations under the Deposit Agreement. This is a breach of the Credit Union's implied covenant to engage in fair dealing and act in good faith.

23. By exercising its discretion in its own favor—and to the prejudice of Plaintiff and other customers—by charging more than one NSF Fee on a single item, Sunmark breaches the reasonable expectation of Plaintiff and other customers and in doing so violates the implied covenant to act in good faith.

24. It was bad faith and totally outside Plaintiff's reasonable expectations for Sunmark to use its discretion to assess two or three NSF Fees for a single attempted payment.

CLASS ACTION ALLEGATIONS

25. Plaintiff brings this action on behalf of itself and on behalf of all others similarly situated pursuant to Federal Rule 23. The Classes include:

All Sunmark accountholders who, within the applicable statute of limitations period, were charged multiple fees on the same item (the "National Class").

All Sunmark accountholders in the state of New York who, within the applicable statute of limitations period, were charged multiple fees on the same item (the "New York Class").

26. Excluded from the Classes are Sunmark and its subsidiaries, affiliates, and any entities in which it has a controlling interest, and each of the officers, directors, immediate family members, legal representatives, heirs, successors, or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

27. Plaintiff reserves the right to modify or amend the definition of the proposed Classes and/or to add subclasses, if necessary, before this Court determines whether certification is appropriate.

28. The questions here are ones of common or general interest such that there is a well-defined community of interest among the members of the Classes. These questions predominate over questions that may affect only individual Class members because Sunmark has acted on grounds generally applicable to the Classes. Such common legal or factual questions include, but are not limited to:

- a) Whether Sunmark improperly charged multiple fees on the same item;
- b) Whether any of the conduct enumerated above violates the contract;
- c) Whether any of the conduct enumerated above violates the covenant of good faith and fair dealing;

- d) Whether any of the conduct enumerated above constitutes unjust enrichment; and
- e) The appropriate measure of damages.

29. The parties are numerous such that joinder is impracticable. Upon information and belief, and subject to class discovery, the Classes consist of thousands of members or more, the identities of whom are within the exclusive knowledge of and can be ascertained only by resort to Sunmark's records. Sunmark has the administrative capability through its computer systems and other records to identify all members of the Classes, and such specific information is not otherwise available to Plaintiff.

30. It is impracticable to bring Class members' individual claims before the Court. Class treatment permits a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

31. Plaintiff's claims are typical of the claims of the other members of the Classes in that they arise out of the same wrongful business practices by Sunmark, as described herein.

32. Plaintiff is more than an adequate representative of the Classes in that Plaintiff has a Sunmark checking account and has suffered damages as a result of Sunmark's contract violations, Sunmark's violations of the covenant of good faith and fair dealing, and Sunmark's unjust enrichment. In addition:

- a) Plaintiff is committed to the vigorous prosecution of this action on behalf of itself and all others similarly situated and has retained competent counsel experienced in

the prosecution of class actions and, in particular, class actions on behalf of consumers against financial institutions;

- b) There is no conflict of interest between Plaintiff and the unnamed members of the Classes;
- c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and
- d) Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

33. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its treatment as a class action.

34. Sunmark has acted or refused to act on grounds generally applicable to each of the Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to each Class as a whole.

35. All conditions precedent to bringing this action have been satisfied and/or waived.

CAUSES OF ACTION

COUNT I **BREACH OF CONTRACT** **(On Behalf of Plaintiff and the Classes)**

36. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

37. Plaintiff and Sunmark contracted for checking account services, as embodied in the Deposit Agreement and Fee Schedule.

38. Defendant mischaracterized in the Account Documents its true NSF Fee practices and breached the express terms of the Account Documents.

39. No contract provision authorizes Defendant to charge more than one NSF Fee on the same item.

40. Defendant has breached its contracts with Plaintiff and the Classes through its NSF fee policies and practices as alleged herein.

41. Plaintiff and members of the putative Classes have performed all of the obligations on them pursuant to the Credit Union's agreements.

42. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches.

COUNT II
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
(On Behalf of Plaintiff and the Classes)

43. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

44. Plaintiff and Sunmark contracted for checking account services, as embodied in the Deposit Agreement and Fee Schedule.

45. Under New York law and the states wherein Sunmark does business, a covenant of good faith and fair dealing is implied in every contract. The covenant of good faith and fair dealing constrains Defendant's discretion to abuse self-granted contractual powers.

46. This good faith requirement extends to the manner in which a party employs discretion conferred by a contract.

47. 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.

48. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes her conduct to be justified. A lack of good faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Other examples of violations of good faith and fair dealing are 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.

49. Sunmark breached the covenant of good faith and fair dealing through its NSF fee policies and practices as explained herein.

50. Each of Defendant's actions was done in bad faith and was arbitrary and capricious.

51. Plaintiff and members of the putative Classes have performed all of the obligations imposed on them pursuant to the Deposit Agreement.

52. Plaintiff and members of the putative Classes have sustained monetary damages as a result of each of Defendant's breaches of the covenant of good faith and fair dealing.

COUNT III
UNJUST ENRICHMENT
(In the Alternative to COUNT I and COUNT II)
(On Behalf of Plaintiff and the Classes)

53. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

54. This Count is brought solely in the alternative to Plaintiff's breach of contract and breach of the covenant of good faith and fair dealing claims. Plaintiff acknowledges that her breach of contract claim cannot be tried along with unjust enrichment.

55. To the detriment of Plaintiff and the Classes, Defendant has been, and continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

56. Plaintiff and the Classes conferred a benefit on Defendant when they paid Defendant the fees that were not disclosed or allowed for in the Account Documents.

57. Defendant unfairly, deceptively, unjustly, and/or unlawfully accepted said benefits, which under the circumstances, would be unjust to allow Defendant to retain.

58. Defendant's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

59. Plaintiff and the Classes, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

COUNT IV
New York General Business Law, N.Y. Gen. Bus. Law § 349 et seq.
(On Behalf of the New York Class)

60. Plaintiff repeats, realleges, and incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

61. Sunmark's practice of charging more than one NSF Fee on the same item violates New York General Business Law § 349 ("NYGBL § 349").

62. NYGBL § 349 prohibits deceptive acts or practices in the conduct of any business, trade, or commerce, or in the furnishing of any service in the state of New York.

63. As one of the largest Credit Unions in the United States with its headquarters and multiple branch locations in New York, Sunmark conducted business, trade or commerce in New York State.

64. In the conduct of its business, trade, and commerce, and in furnishing services in New York, Sunmark's actions were directed at consumers.

46. In the conduct of its business, trade, and commerce, and in furnishing services in New York, Sunmark engaged in deceptive, unfair, and unlawful acts or practices, in violation of N.Y. Gen. Bus. Law § 349(a), including but not limited to the following:

a. Sunmark misrepresented material facts, pertaining to the sale and/or furnishing of

banking services to the New York Class by representing and advertising that it would only assess a single \$30 NSF Fee for a single item; and

b. Sunmark omitted, suppressed, and concealed the material fact that it would charge multiple \$30 fees for a single item.

96. Sunmark systematically engaged in these deceptive, misleading, and unlawful acts and practices, to the detriment of Plaintiff and members of the New York Class.

97. Sunmark willfully engaged in such acts and practices, and knew that it violated NYGBL § 349 or showed reckless disregard for whether they violated NYGBL § 349.

98. As a direct and proximate result of Sunmark's deceptive trade practices, members of the New York Class suffered injury and/or damages, including multiple \$30 NSF fees charged on a single item, additional charges due to their improperly reduced balances, and the loss of the benefit of their respective bargains with Sunmark.

99. Had Plaintiff known she could be charged more than one NSF fee on a single item, she would have made different payment decisions so as to avoid incurring such fees or moved her funds to a different Credit Union.

100. As a result of Sunmark's violations of NY GBL § 349, Plaintiff and members of the putative Classes have paid and will continue to pay excessive fees to Sunmark. Accordingly, they have suffered and will continue to suffer actual damages.

101. Accordingly, Plaintiff and New York Class members are entitled to relief under N.Y. Gen. Bus. Law § 349(h), including, but not limited to, actual damages, treble damages, statutory damages, injunctive relief, and/or attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Classes, demands a jury trial on all claims so triable and judgment as follows:

A. Certifying the proposed Classes pursuant to Federal Rule of Civil Procedure 23, appointing the Plaintiff as representative of the Classes, and appointing counsel for Plaintiff as lead counsel for the Classes;

B. Declaring that Sunmark's policies and practices as described herein constitute a breach of contract and a breach of the covenant of good faith and fair dealing or unjust enrichment;

C. Enjoining Sunmark from the wrongful conduct as described herein;

D. Awarding restitution of all fees at issue paid to Sunmark by Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;

E. Compelling disgorgement of the ill-gotten gains derived by Sunmark from its misconduct;

F. Awarding actual and/or compensatory damages in an amount according to proof;

G. Awarding pre-judgment interest at the maximum rate permitted by applicable law;

H. Reimbursing all costs, expenses, and disbursements accrued by Plaintiff in connection with this action, including reasonable attorneys' fees, costs, and expenses, pursuant to applicable law and any other basis; and

I. Awarding such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Class Action Complaint that are so triable.

Dated: February 12, 2021.

/s/ Jeffrey D. Kaliel
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*To be admitted *Pro Hac Vice*

EXHIBIT "A"



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RATE ADDENDUM AND SCHEDULE OF FEES AND CHARGES

Effective Date:

01/01/2021

Revised Date:

01/01/2021

This supplement is incorporated into, becomes a part of and should be attached to your Membership Agreement and Disclosures. The dividend rate and Annual Percentage Yield (APY) shown in this disclosure have been offered within the most recent seven (7) calendar days and were accurate as of the effective date. Please call 518-382-0605 or visit www.sunmark.org to obtain current rate information.

Rate and Balance Information – Savings Accounts

Account Type	Dividend Rate	Annual Percentage Yield (APY)	Dividend Compounding & Crediting	Dividend Period	Minimum Opening Deposit	Minimum Balance to Earn the Stated APY	Minimum Balance to Avoid a Maintenance Fee
Membership Savings Plan	0.05%	0.05%	Monthly	Monthly	\$0.01	\$0.01	N/A
Kasasa Saver (1)							
Tier 1 – up to - \$150,000.00	0.75%	0.75%	Monthly	Monthly	\$0.01	\$0.01	N/A
Tier 2 – portion of balance over \$150,000.00	0.25%	0.25% (0.55-0.75% blended APY)	Monthly	Monthly	\$0.01	\$150,000.01	N/A
Youth Savings Plan	0.20%	0.20%	Monthly	Monthly	\$0.01	\$0.01	N/A
Silver Savings Plan	0.05%	0.05%	Monthly	Monthly	\$0.01	\$0.01	N/A
Holiday Savings Plan	0.10%	0.10%	Monthly	Monthly	\$0.01	\$0.01	N/A
Special Event Savings Plan	0.10%	0.10%	Monthly	Monthly	\$0.01	\$0.01	N/A
Health Savings Account							
Tier 1 – up to - \$999.99	1.00%	1.00%	Monthly	Monthly	\$0.01	\$0.01	N/A
Tier 2 – \$1,000.00 - \$2,499.99	1.00%	1.00%	Monthly	Monthly	\$0.01	\$1,000.00	N/A
Tier 3 – \$2,500.00 - \$4,999.99	1.49%	1.50%	Monthly	Monthly	\$0.01	\$2,500.00	N/A
Tier 4 – \$5,000.00 - \$9,999.99	1.49%	1.50%	Monthly	Monthly	\$0.01	\$5,000.00	N/A
Tier 5 – \$10,000.00 - \$24,999.99	1.49%	1.50%	Monthly	Monthly	\$0.01	\$10,000.00	N/A
Tier 6 – \$25,000.00 - \$49,999.99	1.49%	1.50%	Monthly	Monthly	\$0.01	\$25,000.00	N/A
Tier 7 – \$50,000.00 - \$99,999.99	1.49%	1.50%	Monthly	Monthly	\$0.01	\$50,000.00	N/A
Tier 8 – \$100,000.00 and above	1.49%	1.50%	Monthly	Monthly	\$0.01	\$100,000.00	N/A
Regular IRA Share Savings (2)							
Tier 1 – up to \$9,999.99	0.10%	0.10%	Monthly	Monthly	\$0.01	\$0.01	N/A
Tier 2 – \$10,000.00 – \$39,999.99	0.20%	0.20%	Monthly	Monthly	\$0.01	\$10,000.00	N/A
Tier 3 – \$40,000.00 and above	0.45%	0.45%	Monthly	Monthly	\$0.01	\$40,000.00	N/A
Money Market Account							
Tier 1 – \$500.00 - \$9,999.99	0.10%	0.10%	Monthly	Monthly	\$500.00	\$500.00	N/A
Tier 2 – \$10,000.00 – \$24,999.99	0.10%	0.10%	Monthly	Monthly	\$500.00	\$10,000.00	N/A
Tier 3 – \$25,000.00 - \$39,999.99	0.15%	0.15%	Monthly	Monthly	\$500.00	\$25,000.00	N/A
Tier 4 – \$40,000.00 - \$99,999.99	0.15%	0.15%	Monthly	Monthly	\$500.00	\$40,000.00	N/A
Tier 5 – \$100,000.00 and above	0.20%	0.20%	Monthly	Monthly	\$500.00	\$100,000.00	N/A
*Investor Money Market Account (3)	0.20%	0.20%	Monthly	Monthly	\$5,000.00	\$5,000.00	N/A
*Premium Investor Money Market Account (4)	0.20%	0.20%	Monthly	Monthly	\$5,000.00	\$5,000.00	N/A
*Bronze Money Market Account (5)							
Tier 1 – \$25,000.00 - \$99,999.99	0.20%	0.20%	Monthly	Monthly	\$25,000.00	\$25,000.00	N/A
Tier 2 – \$100,000.00 – \$149,999.99	0.20%	0.20%	Monthly	Monthly	\$25,000.00	\$100,000.00	N/A
Tier 3 – \$150,000.00 - \$199,999.99	0.20%	0.20%	Monthly	Monthly	\$25,000.00	\$150,000.00	N/A
Tier 4 – \$200,000.00 and over	0.20%	0.20%	Monthly	Monthly	\$25,000.00	\$200,000.00	N/A

Rate and Balance Information – Checking Accounts							
Account Type	Dividend Rate	Annual Percentage Yield (APY)	Dividend Compounding & Crediting	Dividend Period	Minimum Opening Deposit	Minimum Balance to Earn the Stated APY	Minimum Balance to Avoid a Maintenance Fee
Earnings Checking Account	0.05%	0.05%	Monthly	Monthly	\$750.00	\$750.00	N/A
Platinum Checking Account							
Tier 1 – \$10,000.00 - \$99,999.99	0.10%	0.10%	Monthly	Monthly	\$10,000.00	\$10,000.00	\$10,000.00
Tier 2 – \$100,000.00 – \$249,999.99	0.25%	0.25%	Monthly	Monthly	\$10,000.00	\$100,000.00	\$10,000.00
Tier 3 – \$250,000.00 and over	0.25%	0.25%	Monthly	Monthly	\$10,000.00	\$250,000.00	\$10,000.00
Simple Checking, Kasasa Cash Back & Student Checking (6) Accounts	N/A	N/A	N/A	N/A	\$20.00	N/A	N/A
Kasasa Cash Checking Account (1)							
Tier 1 – up to - \$25,000.00	2.47%	2.50%	Monthly	Monthly	\$20.00	\$0.01	N/A
Tier 2 – portion of balance over \$25,000.00	0.25%	0.25% (0.70-2.50% blended APY)	Monthly	Monthly	\$20.00	\$25,000.01	N/A

Rate and Balance Information – Regular and IRA Certificates							
Account Type	Dividend Rate	Annual Percentage Yield (APY)	Dividend Compounding & Crediting	Dividend Period	Minimum Opening Deposit	Minimum Balance to Earn the Stated APY	Minimum Balance to Avoid a Maintenance Fee
Regular Share Certificate (7)							
3 Month	0.10%	0.10%	Monthly	Maturity	\$500.00	\$500.00	N/A
6 Month	0.10%	0.10%	Monthly	Maturity	\$500.00	\$500.00	N/A
*18 Month	0.60%	0.60%	Monthly	Maturity	\$500.00	\$500.00 - \$24,999.99	N/A
	0.60%	0.60%	Monthly	Maturity	\$500.00	\$25,000.00 - \$74,999.99	N/A
	0.60%	0.60%	Monthly	Maturity	\$500.00	\$75,000.00 - \$149,999.99	N/A
	0.60%	0.60%	Monthly	Maturity	\$500.00	\$150,000.00 and up	N/A
1 Year	0.15%	0.15%	Monthly	Maturity	\$500.00	\$500.00	N/A
2 Year	0.30%	0.30%	Monthly	Maturity	\$500.00	\$500.00	N/A
3 Year	0.35%	0.35%	Monthly	Maturity	\$500.00	\$500.00	N/A
3 Year Step Up (8)	0.45%	0.45%	Monthly	Maturity	\$500.00	\$500.00	N/A
4 Year	0.40%	0.40%	Monthly	Maturity	\$500.00	\$500.00	N/A
5 Year	0.40%	0.40%	Monthly	Maturity	\$500.00	\$500.00	N/A
IRA Share Certificate (7)							
1 Year	0.10%	0.10%	Monthly	Maturity	\$500.00	\$500.00	N/A
*18 Month	0.60%	0.60%	Monthly	Maturity	\$500.00	\$500.00 - \$24,999.99	N/A
	0.60%	0.60%	Monthly	Maturity	\$500.00	\$25,000.00 - \$74,999.99	N/A
	0.60%	0.60%	Monthly	Maturity	\$500.00	\$75,000.00 - \$149,999.99	N/A
	0.60%	0.60%	Monthly	Maturity	\$500.00	\$150,000.00 and up	N/A
2 Year	0.30%	0.30%	Monthly	Maturity	\$500.00	\$500.00	N/A

3 Year	0.35%	0.35%	Monthly	Maturity	\$500.00	\$500.00	N/A
4 Year	0.40%	0.40%	Monthly	Maturity	\$500.00	\$500.00	N/A
5 Year	0.40%	0.40%	Monthly	Maturity	\$500.00	\$500.00	N/A

APY = Annual Percentage Yield. Earnings may be reduced if fees are incurred.

The par value of a share in the credit union is \$0.01.

* Indicates promotional deposit rate

- (1) If the qualification requirements are not met during Monthly Qualification Cycle, a Base Dividend Rate/Annual Percentage Yield of 0.05% will apply to the full balance in the account. Blended APY calculations are based on an assumed total account balance of \$250,000.00 for Kasasa Saver and \$125,000.00 for Kasasa Cash Checking accounts.
- (2) A penalty may be imposed for early withdrawal.
- (3) In addition to a Sunmark membership, members must have an investment relationship with Sunmark Life Stage Advisory of \$25,000 or more to qualify. If you do not maintain a qualifying investment relationship, account may be converted to Sunmark's standard Money Market Account at the prevailing rate. *Account discontinued effective December 4, 2019.*
- (4) In addition to a Sunmark membership, members must have an investment relationship with Sunmark Life Stage Advisory of \$100,000 or more to qualify. If you do not maintain a qualifying investment relationship, account may be converted to Sunmark's standard Money Market Account at the prevailing rate. *Account discontinued effective December 4, 2019.*
- (5) The \$25,000.00 minimum opening deposit must be new money. *Account discontinued effective May 1, 2020*
- (6) Student Checking will be available to young adults aged 15 through 24 only. Once a member with a Student Checking Account turns 25 years old, the account will convert to a Simple Checking Account automatically.
- (7) Certificate Renewal Policy: Share certificates automatically renew at the time of maturity. Sunmark will provide 30 days notice prior to the maturity date. If you do not contact Sunmark on or before the maturity date, the account will renew for the term stated, at the rate current at the time of renewal. For certificates with maturities of greater than 90 days, you will have a 10-day grace period after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. A penalty may be imposed for early withdrawal.
- (8) The 36-month step-up certificate special will automatically renew into Sunmark's standard 3 Year Certificate at the prevailing rate at the time of maturity. May "step-up" rate one time during the term to a higher rate for Sunmark certificate of equal term. Rate advertised will remain in effect until maturity if you do not exercise the one-time "step-up" option.

***The rates and fees appearing in this schedule are accurate as of the Effective Date indicated on this Truth-in-Savings Disclosure.
If you have any questions or require current rate and fee information on your accounts, please visit our website or call the Credit Union.***



1187 Troy Schenectady Road
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866-SUNMARK
www.sunmark.org

FEES AND CHARGES

Dormant Account (after 1 year)	\$5/month ^a
Escheat Fee	\$50
Foreign Check Deposit	\$20
Holiday/Special Events Account Fees	\$1/withdrawal over the limits
Maintenance Fee	\$4/month ^c
Returned Item (NSF / UCF) Fee (ACH)	\$30
Returned Deposit	\$10
Stop Payment on Sunmark Teller's Check	\$30
Teller's Checks	1 free/day, \$2.50/check thereafter
Teller's/Sunmark Official Check Copy	\$4
Wire Transfers/USA	\$20

All Checking Accounts

Expedited Bill Payments (ACH / Electronic)	\$10
Expedited Bill Payments (Check)	\$25
International Transaction Fee	up to 2% of international transaction ^j
Returned Item (NSF / UCF) Fee (Check, ACH)	\$30
Stop Payment on Check / ACH / Debit Card Preauthorized Payments	\$30
Stop Payment on Bill Pay Items	\$30
Transfer Fee	\$3 ^d

Simple Checking with Extras/Silver Checking

ATM/POS Transactions:

..... at Sunmark ATMs, Free	
..... non-Sunmark ATM/POS PIN transactions, 6 free/mth, then \$1.25/transaction ^{e&f}	
Paid ODP Fee	\$30

Kasasa Cash & Kasasa Cash Back Checking

ATM:

..... at Sunmark ATMs, Free	
..... non-Sunmark ATM, 6 free/mth, then \$1.25/transaction ^{g&h}	

POS Transactions:

..... POS PIN transactions, unlimited free per month	
Paid ODP Fee	\$30

Earnings Checking & Platinum Checking

ATM/POS Transactions:

..... at Sunmark ATMs, Free	
..... non-Sunmark ATM/POS PIN transactions, unlimited free per month ⁱ	
Paid ODP Fee	\$30

Student Checking

ATM/POS Transactions:

..... at Sunmark ATMs, Free	
..... non-Sunmark ATM/POS PIN transactions, 6 free/mth, then \$1.25/transaction ^{efi}	

Tax Advantage Plan Accounts

Excess Contribution	\$25
Paper Statements	\$1/statement

Health Savings Accounts

Low Balance Fee	\$10/year ^k
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Funds Transfer

To transfer funds into Sunmark account (excluding Next Day) Free
To transfer funds out of Sunmark account: (one free transfer per mth)

Amount:	Fee
\$0-\$2,000	\$2
\$2,000.01-\$5,000	\$3
\$5,000.01-\$10,000	\$4
\$10,000.01-\$15,000	\$5
Next Day Funds Transfer (in or out of Sunmark account)	\$10
POP Money To "Pay People" out of Sunmark account:	
Amount:	Fee
\$0-\$500	\$1.50

SEE SCHEDULE DISCLOSURES

A - Any checking suffix with a balance below \$1,000 and no activity for 1 year will be charged \$5 per month. This fee does not apply to Youth/Student Plans, Silver Plans, Tax Advantage Plans, or if there has been monetary activity in other suffixes under that account number in the past 12 months.

B - Holiday Savings Plan withdrawal limit is 1 per year. Special Event Savings Plan withdrawal limit is 4 per year; each withdrawal over a Plan Account's limit is subject to a \$1 charge.

C - Your Membership Savings Plan will be charged \$4 per month if your balance is less than \$100 and you have no other suffixes under that account number. This fee does not apply to Youth Savings if you've been a member for 6 months or less, or if there has been monetary activity in the account in the last 12 months.

D - For checks, one fee will be assessed per account, per day, regardless of how many checks clear. For ACH debits and Point of Sale (POS) transactions, one fee will be assessed for each item cleared.

E - The six free transactions per month are cumulative for all suffixes under each Sunmark account number. ATM transactions include balance inquiries, withdrawals, transfers, and PIN based Point of Sale (POS) transactions. After the first six transactions, you will be charged \$1.25 per transaction.

F - In addition to the fees charged on some accounts by Sunmark to use non-Sunmark-owned ATMs, ATM owners may charge additional fees, also known as surcharges, to use their ATMs. These vary by ATM owner. Sunmark has a relationship with the CO-OP Network to allow Sunmark members to access participating ATMs without paying surcharges. Sunmark transaction fees may still apply.

G - The six free transactions per month are cumulative for all suffixes under each Sunmark account number. ATM transactions include balance inquiries, withdrawals, and transfers. After the first six transactions, you will be charged \$1.25 per transaction (ATM fees are reimbursed up to \$25/month if qualifications are met).

H - In addition to the fees charged on some accounts by Sunmark to use non-Sunmark-owned ATMs, ATM owners may charge additional fees, also known as surcharges, to use their ATMs. These vary by ATM owner. Sunmark has a relationship with the CO-OP Network to allow Sunmark members to access participating ATMs without paying surcharges. Sunmark transaction fees may still apply (ATM fees are reimbursed up to \$25/month if qualifications are met).

I - A rebate of up to \$12 per month will be credited to Student Checking accounts for domestic ATM surcharges and transaction fees.

J - Rounded up to the nearest penny.

K - If balance falls below \$100 after first year. If applicable, the Low Balance Fee will be assessed in your account anniversary month.

If you are experiencing financial hardship as a result of the Coronavirus Pandemic, please visit <https://www.sunmark.org/financial-relief> or contact our Member Solution Center at 866-SUNMARK to discuss other relief measures and options that may be available to you.

This schedule is not intended to be a complete list of all fees and charges. Other incidental fees and charges may apply for special or unusual services.

EXHIBIT "B"



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MASTER ACCOUNT AGREEMENT AND DISCLOSURES

This Agreement is the contract of deposit that covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Membership Application. The words "we," "us," and "our" mean Sunmark Federal Credit Union ("Credit Union"). The word "account" means any one or more accounts you have with the Credit Union. The classification and form of ownership of your accounts are designated on your Membership Application.

By signing the Membership Application that is a part of the Agreement, or by establishing and using the account, each of you, jointly and severally, agrees to the terms and conditions in this Agreement, including the Account Agreement, Truth-in-Savings Account Disclosures, Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement, Wire Transfer Agreement and Privacy Policy in addition to any supplemental terms and conditions set forth in the "Rate Addendum and Schedule of Fees and Charges", Membership Application, online banking or electronic services disclosures, any account receipt, the Credit Union's bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement as amended from time to time.

ACCOUNT AGREEMENT

YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT CONTROLS YOUR ACCOUNT(S) WITH THE CREDIT UNION, TOGETHER WITH ANY OTHER RELATED DOCUMENT SUCH AS OUR FUNDS AVAILABILITY POLICY AND ELECTRONIC FUND TRANSFER AGREEMENT AND/OR AGREEMENTS AND DISCLOSURES, ALL OF WHICH, TO THE EXTENT APPLICABLE, ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

Membership Eligibility. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership, must have a valid Social Security Number (SSN) or Tax Identification Number (TIN) or if a foreign member, a properly completed W-8BEN, and must purchase and maintain at least one share as required by Credit Union Bylaws. You authorize us to check your account, credit, and employment history and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

Individual Accounts. An individual account is an account owned by one depositor, including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death (POD) beneficiary, if applicable.

Joint Accounts. An account owned by two or more persons is a joint account. Joint owners are not members unless they are eligible, have signed a membership application and have the appropriate par value in a Savings Plan. Additional joint owners are owners on all deposit accounts except Individual Retirement Accounts (IRAs).

Rights of Survivorship. All joint accounts are "Joint account with survivorship," meaning on the death of an owner of the account, the deceased owner's interest in the account passes to the surviving owner(s) of the account. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Rights of Joint Account Owners. Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. **Any account owner may withdraw all available funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the funds of any account, including funds representing a membership share, without the consent of the other account owner(s)** and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount, and any charges and transaction, regardless of who created the overdraft, deposited or cashed the item, or benefited from or initiated the transaction. A joint owner shall be responsible for returning any unused checks or access devices from any joint owner removed from the account. If any account owner is indebted to the Credit Union, the Credit Union

may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

Payable on Death (POD)/Trust Account Designations. A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to all and surviving POD or trust beneficiaries/payees. If there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to IRAs. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

Accounts for Minors. For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have his or her Social Security Number (SSN) or Tax Identification Number (TIN) and to have a parental joint account owner who is at least eighteen (18) years of age, who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The Credit Union will not honor any transaction request by a parent or guardian who is not a joint account owner. The minor account owner's Social Security Number (SSN) or Tax Identification Number (TIN) must be shown on the account. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Uniform Transfers To Minors Account. A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

Agency Designation. An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

Deposit Requirements. Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth in the "Rate Addendum and Schedule of Fees and Charges." All accounts are non-assignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement, the terms of the "Rate Addendum and Schedule of Fees and Charges," and the terms and disclosures on your certificate account receipt for each account, which is incorporated herein by this reference.

Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or

item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an un-staffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.

Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such a fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e. payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits. Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received at un-staffed facilities such as night depositories and automated teller machines (ATMs) or interactive teller machines (ITMs) will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

ACCOUNT ACCESS

Authorized Signature. Your signature on the Membership Application authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile or electronic signature, we may honor any check or draft that appears to bear your facsimile or electronic signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an ATM/ITM, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for

any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney. We reserve the right to restrict account withdrawals or transfers from your account, provided that we shall not be liable for any damages arising from any action we take regarding either (i) withdrawals or transfers; or (ii) payments or nonpayment of a check or draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

ACH and Wire Transfers. If we provide the service, you may initiate or receive credits or debits to your account through wire or Automated Clearing House (ACH) transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution.

Credit Union Examination. The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree that the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

ELECTRONIC CHECK TRANSACTIONS

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

Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within sixty (60) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice of affidavit from you within the 60 day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

Account Rates and Fees. The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth in the "Rate Addendum and Schedule of Fees and Charges". You agree that the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current "Rate Addendum and Schedule of Fees and Charges" has changes from time to time and you will be notified of such changes as required by law.

TRANSACTION LIMITATIONS

Understanding Your Account Balance. We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy Disclosure, which will reduce the amount of your available balance. The available balance for checks and drafts, ACH items, reoccurring debit card and other electronic transactions is comprised of the ledger balance, less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but not yet posted; (3) any other holds, such as holds related to pledges of account funds, minimum balance requirements, or to comply with court orders. Also included in the

available balance of your account is the amount of any Overdraft Privilege limit and any available Overdraft Protection.

- ❖ Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from another account or line of credit you may have with us for a fee (as disclosed in our "Rate Addendum and Schedule of Fees and Charges") or finance charge. Please note that overdraft lines of credit are subject to credit approval.
- ❖ Overdraft Privilege allows you to overdraw your account up to the disclosed limit for a fee (as disclosed in our "Rate Addendum and Schedule of Fees and Charges") to pay a transaction. If you have given us your prior consent to authorize and pay overdrafts for ATM/ITM and everyday debit card transactions, the Overdraft Privilege limit is included in the available balance for authorizing and paying these transactions. If you have not given consent for the authorization and payment of overdrafts caused by ATM/ITM and everyday debit card transactions, the available balance for these transactions does NOT include the Overdraft Privilege limit.

We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within three business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, the Credit Union may charge a fee as set forth in the "Rate Addendum and Schedule of Fees and Charges".

Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge set forth in the "Rate Addendum and Schedule of Fees and Charges." If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases, for example, any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of no less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

Transfer Limitations. For Share Accounts, you may make up to six (6) preauthorized, automatic, telephonic, or Online Banking transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including written orders received through the automated clearing house (ACH). There is no limit to the number of transactions you may make in the following manner. (i) transfers to any loan account with the Credit Union; (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an ATM/ITM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge.

OVERDRAFTS

Overdraft Liability. If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the "Rate Addendum and Schedule of Fees and Charges." If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, we will charge an insufficient funds fee each time we return the item because it exceeds the available balance in your account. If, on representation of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an overdraft fee. Except as otherwise agreed to in writing, the Credit Union, by covering one or any overdraft, does not agree to

cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays an item that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

Order of Payments. Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

Postdated and Stale dated Items. You authorize us to accept and pay any check, even if the check is presented for payment before its date. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account that is presented more than six (6) months after its date.

STOP PAYMENT ORDERS

Stop Payment Request. You may ask the Credit Union to stop payment on any item drawn upon your checking account. You may request a stop payment by telephone, Online Banking, mail, fax or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the type of item, the number of the account, date, the name of payee and number of the check, if applicable and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the item to the Credit Union, and to assist the Credit Union in legal action taken against the person.

Duration of Order. You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for 6 months and permanently for ACH items. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

Liability. The Credit Union may charge a fee for each stop payment order requested, as set forth in the "Rate Addendum and Schedule of Fees and Charges." You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

Lost Items. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items, should they become lost in the collection process.

Credit Union's Liability for Errors. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevent the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to a legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by

you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

Checks Presented for Payment In Person. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

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

Credit Union Lien and Security Interest. Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending upon whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

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

Legal Process. If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

Account Information. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except as set forth in the privacy policy.

NOTICES

Name or Address Changes. It is your responsibility to notify the Credit Union of a change in mailing or physical address, change of email address or change of name. We may require all name and address changes to be provided in writing. The Credit Union is only required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee.

Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. We may request changes in account ownership, such as adding or removing a joint account owner, to be evidenced in writing. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

Effect of Notice. Any written notice you give the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is emailed to you at the last provided email address or deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability arising as a result of such instructions.

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

Taxpayer Identification Number (TIN) and Backup Withholding. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay the Internal Revenue Service (IRS) a required percentage of payments of dividends, and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account.

STATEMENTS

Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check becomes property of the Credit Union. Copies will be retained by the Credit Union and made available upon your request and subject to a fee.

Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within sixty (60) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of an electronic signature/image.

Notice to Credit Union. You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

Inactive and Abandoned Accounts. If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or "Rate Addendum and Schedule of Fees and Charges", we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth in the "Rate Addendum and Schedule of Fees and Charges" for processing your inactive account. If we impose a fee, we will notify you via periodic statement. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned and subject to an incidental fee for costs associated with compliance with state escheat laws. The Escheat Fee will deduct from your abandoned Sunmark account, and any remaining balance in the account will be reported and remitted as unclaimed property in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Death of Account Owner. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks and other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting

from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Termination of Account. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) any owner or authorized user causes the Credit Union to suffer a loss, or if there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. Your account removal or termination will not affect your responsibility for any loan obligations or prior transactions. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check or other item after termination, you agree to reimburse the Credit Union for payment.

Termination of Membership/Suspension of Services. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts or if you fail to comply with the Credit Union policies, procedures, or bylaws, conduct yourself in a threatening or abusive manner to Credit Union personnel, or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled you may not be a joint account owner on another account.

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

Severability. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings legal action to enforce the Agreement or collect any overdrawn funds on accounts assessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Negative Information Notice. We may report information about your loan, share or deposit accounts to consumer reporting agencies. Late payments, missed payments, or other defaults on your accounts may be reflected in your consumer report.

TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES

THE FOLLOWING DISCLOSURES CONTAIN IMPORTANT INFORMATION AND THE TERMS AND CONDITIONS OF ANY ACCOUNT OR ACCOUNTS THAT YOU MAY HAVE WITH US AND ARE PROVIDED AS REQUIRED BY THE TRUTH-IN-SAVINGS ACT. WHEREVER USED, "APY" MEANS ANNUAL PERCENTAGE YIELD.

Except as specifically described below, the following disclosures apply to all of accounts. All accounts described in this Truth-In-Savings Disclosure are share accounts.

Member in Good Standing. The Account services described herein are available to those members in good standing with the Credit Union. We reserve the right to suspend services to a member who is not in good standing.

"Member in Good Standing" means a member who:

- ❖ Has a signed Membership Application on file;

- ❖ Has \$0.01 Par Value in a share account;
- ❖ Is not delinquent on a loan (Delinquency is defined as 30 days or more late on a loan payment);
- ❖ Has not caused the Credit Union a loss; and
- ❖ Has not withdrawn, been suspended or expelled from membership.

The Federal Credit Union Act states each member has a fundamental right to maintain a share account and to vote in annual and special meetings. No other services are required by the FCU Act.

Variable Rate Information. For dividend bearing accounts, the Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. The Dividend Rate and Annual Percentage Yield may change at any time (excluding share certificate accounts) as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the rates and yield as of the last effective dividend declaration date, which is set forth in the "Rate Addendum and Schedule of Fees and Charges."

- ❖ Regular IRA Share Savings, Platinum Checking, Money Market and Health Savings Accounts are Tiered Rate accounts. See the "Rate Addendum and Schedule of Fees and Charges" for Tiered Rate balance information. Once a particular range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account.
- ❖ Kasasa Cash and Kasasa Saver accounts are Tiered Rate accounts. See the "Rate Addendum and Schedule of Fees and Charges" for Tiered Rate balance information. If the qualification requirements are met during the Monthly Qualification Cycle, the Tier 1 dividend rate and Annual Percentage Yield listed in the "Rate Addendum and Schedule of Fees and Charges" will apply on the balance up to the limit listed. The Tier 2 rate and Annual Percentage Yield will apply to the balance above the set limit. If the qualification requirements are not met, the base rate and Annual Percentage Yield will apply to the full balance in the account(s).

Dividend Period. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period. For each account, the dividend period is stated in the "Rate Addendum and Schedule of Fees and Charges."

Accrual of Dividends. For all accounts, dividends will begin to accrue on cash and non-cash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends may be paid.

Compounding and Crediting. For all dividend-bearing Accounts, Dividends are compounded monthly. Dividends are credited to your account on the last day of the month. The dividend period, compounding frequency and the crediting frequency for all accounts are shown in the "Rate Addendum and Schedule of Fees and Charges."

If you close your account before dividends are credited, you may receive the accrued dividends.

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

Balance Information. To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value amount is stated in the "Rate Addendum and Schedule of Fees and Charges." Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are stated in the "Rate Addendum and Schedule of Fees and Charges."

Balance Computation Method. All dividend bearing accounts (except Earnings Checking and Platinum Checking) use the daily balance method to calculate dividends. The daily balance method applies a daily periodic rate to the principal in your Account each day.

Earnings Checking and Platinum Checking use the average daily balance method. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period.

Account Limitations. For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or

similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

- ❖ For Holiday Savings Plans, you may make one withdrawal or transfer to another Credit Union account of yours or to a third party in any given year. If you exceed this transaction limitation, your account will be subject to a fee as set forth in the "Rate Addendum and Schedule of Fees and Charges." In the middle of October of each year, your balance will be withdrawn and deposited into your Savings Plan.
- ❖ For Special Event Savings Plan, you may make four withdrawals or transfers to another Credit Union account of yours or to a third party in any given year. If you exceed this transaction limitation, your account will be subject to a fee as set forth in the "Rate Addendum and Schedule of Fees and Charges."
- ❖ For Money Market Accounts withdrawals are subject to a minimum of \$250.
- ❖ For HSA Savings Accounts Please review your separate HSA Trust Agreement and HSA Disclosure Statement for the government rules regarding qualified medical expenses and contribution limits.

Additional Transaction Limitations. The Credit Union reserves the right to require a member intending to make a withdrawal to give written notice of such intent not less than seven days and up to 60 days before any such withdrawal.

Other Fees and Charges. Any fees and charges applicable to your Account are disclosed separately in the "Rate Addendum and Schedule of Fees and Charges" provided in conjunction with these Agreements and Disclosures. The Fee Schedule is not intended to be a complete list of all fees and charges. Other incidental fees and charges may apply for special or unusual services and may be disclosed you at the time of service.

Fees for overdrawing your account may be imposed on each check, draft, item, ATM/ITM transaction and onetime debit transaction (if member has consented to overdraft protection plan for ATM/ITM and one-time debit card transactions), preauthorized automatic debit, telephone initiated withdrawal or any other electronic withdrawal or transfer transaction that is drawn on an insufficient available account balance. The entire balance in your account may not be available for withdrawal, transfer or paying a check, draft or item. You may consult the Funds Availability Policy Disclosure for information regarding the availability of funds in your account. Fees for overdrawing your account may be imposed for each overdraft, regardless of whether we pay or return the draft, item or transaction. If we have approved an overdraft protection limit for your account, such fees may reduce your approved limit.

For ATM/ITM and one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the "Rate Addendum and Schedule of Fees and Charges."

Share Certificate Accounts

Rate Information. The dividend rate and annual percentage yield ("APY") on your certificate account is set forth in the "Rate Addendum and Schedule of Fees and Charges." The dividend rate and APY are fixed and will be in effect for the term of the account.

- ❖ Some special or promotional accounts are Tiered Rate accounts. See the "Rate Addendum and Schedule of Fees and Charges" for Tiered Rate balance information. Once a particular range is met, the Dividend Rate and Annual Percentage Yield for that balance range will apply to the full balance of your account.

The APY is based on the assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

Dividend Period. For each account the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

Dividend Compounding and Crediting. Dividends are compounded monthly and credited monthly on the anniversary date. The dividend period, compounding frequency and the crediting frequency for all accounts are shown in the "Rate Addendum and Schedule of Fees and Charges."

If you close your account before dividends are credited, you will receive the accrued dividends.

Balance Information. The minimum balance required to open the account and earn the stated APY is set forth in the "Rate Addendum and Schedule of Fees and Charges." If you do not maintain the minimum balance, you will not earn the stated APY. The dividend calculation method for your certificate is set forth in the "Rate Addendum and Schedule of Fees and Charges."

Account Limitations. After your account is opened, you may make balance additions, in increments of \$250 or more. The maximum amount you may add to your account is the amount of your original deposit. On accounts with terms greater than six months, you have the option of having your monthly dividends deposited into your Savings Plan. Balance additions are not allowed on Certificate Specials.

For IRA contribution guidelines, consult your tax advisor or visit www.irs.gov.

Maturity. Your certificate account will mature on the maturity date stated on the Account Receipt or Renewal Notice.

Early Withdrawal Provisions. We may impose a penalty if you withdraw any of the funds from your Share Certificate account before the maturity date.

If you withdraw any principal, including any credited dividends, before the maturity date on a term share account with a term of one year or less, you will be penalized three months' dividends. If you withdraw any principal, including any credited dividends, before the maturity date on a term share account with a term greater than one year, you will be penalized six months' dividends. Penalties may reduce principal when insufficient dividends have accrued.

How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned at the nominal dividend rate on the account. It applies whether or not the dividend has been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances:

- ❖ When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- ❖ Where the account is an IRA and any portion is paid within seven (7) days after the establishment; and the owner attains age 59 ½ or becomes disabled.
- ❖ After the close of the dividend period in which the owner's membership was terminated in accordance with the Bylaws of the Credit Union.
- ❖ Withdrawal as a result of liquidation of the Credit Union.

Renewal Policy. The Credit Union will give the owners at least 30 days notice prior to maturity. The owners will be able to choose how the certificate will be treated at maturity. The certificate will be renewed for the same term at the rate in effect if no instructions are received from the owner before the maturity date. You have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.

For certificate specials, the renewal maturity term is stated on your actual share certificate received at certificate opening.

Nontransferable/Nonnegotiable. Your account is nontransferable and nonnegotiable.

KASASA Accounts

Qualification Information. To earn monthly rewards, the following enrollments must be in place and all transactions and activities must post and settle to your Kasasa Cash or Kasasa Cash Back account during each Monthly Qualification Cycle: (a) At least 1 direct deposit, ACH payment, or bill pay transaction(s), (b) At least 12 debit card purchases, (c) Be enrolled in and have agreed to receive e-statements rather than paper statements. Account transactions and activities may take one or more days to post and settle to the account and all must do so during the Monthly Qualification Cycle in order to qualify for the account's rewards. The following activities do not count toward earning account rewards: (a) ATM-processed transactions, (b) transfers between accounts, (c) debit card purchases processed by merchants and received by our credit union as ATM transactions, (d) transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union. Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for the purpose of earning account rewards. No minimum balance is required to earn or receive the account's rewards. "Monthly Qualification Cycle" means a period beginning on the last business day of the previous month and ending one (1) day prior to the last business day of the

current month. Specific Monthly Qualification Cycle dates may be affected by holidays. See our website or contact one of our member service representatives for specific Monthly Qualification Cycle dates.

ATM Reward Information. You will receive reimbursements up to \$25 for nationwide ATM withdrawal fees incurred within your Kasasa accounts during the Monthly Qualification Cycle in which you qualified. Nationwide ATM withdrawal fee reimbursements will be credited to your account on the first business day of the following statement cycle.

Purpose and Expected Use of Account. Kasasa accounts are intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities are posted and settled. We expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time period particularly near the end of a Monthly Qualification Cycle are not considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards. The Credit Union reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion in order to meet their monthly qualifications may have their accounts converted to a different checking account or closed altogether. We also reserve the right to convert the account to a different checking account if the account does not have consistent active use over six (6) consecutive Statement Cycles. If the account is closed, you will forfeit any rewards that have not been credited to your account. A Sunmark check for the remaining balance, if applicable, will be mailed to accountholder at the address indicated on our current records. Upon termination of your Kasasa account, any optional add-on products / services associated with this account will also be terminated at the same time.

Additional Information. Account approval, conditions, qualifications, limits, timeframes, enrollments, log-ons and other requirements apply. See accompanying "Rate Addendum and Schedule of Fees and Charges" for fees that may apply to this account. Enrollment in electronic services (e.g. online banking, e-statements) and log-ons may be required to meet some of the account's qualifications. Limit of one (1) linked Kasasa Checking account per Kasasa Saver account. At the discretion of the Credit Union, members may be limited to one Kasasa Checking account per member number. We reserve the right to convert Kasasa Checking accounts opened in excess of one (1) to a different checking account or treat the excess account(s) as not qualified. There are no recurring monthly maintenance charges or fees to open or close this account. This account is not to be used for commercial purposes. If the account is closed, you will forfeit any rewards that have not been credited to your account. Contact one of our member service representatives for additional information, details, restrictions, reward calculations, processing limitations, cycle dates and enrollment instructions. Kasasa, Kasasa Saver, Kasasa Cash, and Kasasa Cash Back are trademarks of Kasasa, Ltd., registered in the U.S.A.

Kasasa Cash. A free variable rate checking account that rewards accountholders with dividends and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle. Dividend rates are available on the "Rate Addendum and Schedule of Fees and Charges." When linked to Kasasa Saver, dividends in Kasasa Cash do not compound because it is automatically transferred to the Kasasa Saver account within one day. When Kasasa Cash qualifications are not met, ATM withdrawal fees are not refunded, and the base dividend rate listed on the "Rate Addendum and Schedule of Fees and Charges" will be earned on the entire daily balance in the account. Rates, rewards, and bonuses, if any, are variable and may change after account is opened without notice to you. Rewards less than a penny cannot be distributed. Fees may reduce earnings. You will automatically qualify for the account's rewards during your account's first statement cycle.

Kasasa Cash Back. A free variable reward checking account with no minimum balance that rewards accountholders with cash back on their debit card purchases and nationwide ATM withdrawal fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle. When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive 2.50% cash back on up to a total of \$300 debit card purchases that post and settle to the account during that cycle period. A maximum of \$7.50 cash back payments may be earned per Monthly Qualification Cycle. When your Kasasa Cash Back account qualifications are not met, no cash back payments are made and ATM withdrawal fees are not refunded. When linked to Kasasa Saver, the cash back payments and nationwide ATM withdrawal fee reimbursements earned in your Kasasa Cash Back account will be credited to your Kasasa Saver account on first business day of the following statement cycle.

Kasasa Saver. You must have a linked Kasasa Cash or a linked Kasasa Cash Back account in order to open a Kasasa Saver account, and the linked Kasasa Cash or Kasasa Cash Back account must remain open throughout the period that you hold the Kasasa Saver account. Linked with a Kasasa Cash or Kasasa Cash Back account, this is a free, variable rate deposit account with no minimum balance that rewards accountholders with dividends when they meet the minimum qualifications associated with their linked account during that account's Monthly Qualification Cycle. The dividends and nationwide ATM withdrawal fee reimbursements earned through a linked Kasasa Cash account are automatically transferred into the Kasasa Saver account on the first business day of the following statement cycle unless there are insufficient funds to facilitate the transfer (if there are insufficient funds the dividends and reimbursements remain in the checking account). The cash back payments and nationwide ATM withdrawal fee reimbursements earned in your Kasasa Cash Back account will be credited to your Kasasa Saver account on first business day of the following statement cycle. Dividend rates are available on the "Rate Addendum and Schedule of Fees and Charges."

FUNDS AVAILABILITY POLICY DISCLOSURE

THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS AT THE CREDIT UNION. YOU SHOULD ALSO REFER TO THE SECTION OF THESE AGREEMENTS AND DISCLOSURES THAT DESCRIBES THE DETAILS OF YOUR SPECIFIC ACCOUNT TYPE FOR ADDITIONAL INFORMATION.

General Policy. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit may be available on the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business 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. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- ❖ We believe a check you deposit will not be paid.
- ❖ You deposit checks totaling more than \$5,000.00 on any one (1) day.
- ❖ You deposit a check that has been returned unpaid.
- ❖ You have overdrawn your account repeatedly in the last six (6) months.
- ❖ There is an emergency, such as failure of communications or computer equipment.

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

Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. The excess over \$5,000.00 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day

of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

Deposits at Non-Proprietary ATMs. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs or ITMs that we own or operate. All ATM/ITMs that we own or operate are identified as our machines.

ELECTRONIC FUNDS TRANSFER AGREEMENT

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ATM CARD OR MASTERCARD CHECK CARD, OUR AUDIO RESPONSE SYSTEM ("TAMI") AND OUR ONLINE BANKING SYSTEM ("Online Banking") EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").

Electronic Funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

EFT Services. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

Mastercard Debit Card. You may use your Card to purchase goods and services anywhere Mastercard is honored by participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transaction. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the "Rate Addendum and Schedule of Fees and Charges."

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make payment of any overdrafts together with any service charges to the Credit Union according to the overdraft protection plan. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

You may use your card and personal identification number (PIN) in ATM/ITMs of the Credit Union or through networks at other machines or facilities as the Credit Union may designate.

In addition, you may use your card without a PIN for certain transactions through various networks. However, provisions of this Agreement relating to MasterCard transactions do not apply to transactions processed through non-MasterCard networks. To initiate a MasterCard Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a MasterCard network. Please refer to the Member Liability section of this Agreement for terms and conditions.

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

- ❖ Make deposits to your savings, checking and money market accounts.
- ❖ Withdraw funds from your savings, checking and money market accounts.
- ❖ Transfer funds between your savings, checking and money market accounts.
- ❖ Obtain balance information for your savings, checking and money market accounts.
- ❖ Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept Mastercard.
- ❖ Order goods or services by mail, telephone or online from places that accept Mastercard.

The following limitations on the frequency and amount of Mastercard Debit Card transactions may apply:

- ❖ Purchase amounts are limited to the amount in your account.
- ❖ You may purchase up to a maximum of \$3,500 or \$5,000 for the World Debit Card per day.
- ❖ There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM/ITM.
- ❖ You may withdraw up to a maximum of \$3,500 or \$5,000 for the World Debit Card in any one day from an ATM/ITM, if there are sufficient funds in your account.
- ❖ There is no limit on the number of POS transactions you may make in any one day.
- ❖ You may purchase up to a maximum of \$3,500 or \$5,000 for the World Debit Card from POS terminals per day, if there are sufficient funds in your account.
- ❖ You may transfer up to the available balance in your accounts at the time of the transfer.
- ❖ See "transfer limitations" that may apply to these transactions.

TAMI (Telephone Access to Member Information). If we approve TAMI for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use TAMI to:

- ❖ Withdraw funds by check from your share, checking, and money market accounts.
- ❖ Transfer funds between your share, checking, and money market accounts.
- ❖ Obtain balance information and transaction history for your savings, checking, money market accounts, share certificates and loan accounts, excluding VISA, student loans and mortgages.
- ❖ Make loan payments from your savings, checking, and money market accounts, excluding VISA, student loans and mortgages.
- ❖ Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.

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

- ❖ There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- ❖ Withdrawal/Transfers are limited to the balance in your accounts.
- ❖ See "transfer limitations" that may apply to these transactions.

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

Preauthorized EFTs.

- ❖ **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings, checking, or money market account.
- ❖ **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings, checking, or money market account.
- ❖ **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- ❖ **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be.

You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

- ❖ **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- ❖ See "transfer limitations" that may apply to these transactions.

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

Online and Mobile Banking. If we approve Online and Mobile Banking for your accounts, a separate User Name and Password will be assigned to you. You must use your User Name and Password to access your accounts. At the present time, you may use Online and Mobile Banking to:

- ❖ Deposit checks into your savings, checking and money market accounts.
- ❖ Transfer funds between your share, checking, money market accounts, personal lines of credit and home equity lines of credit.
- ❖ Obtain balance information and transaction history for your deposit and loan accounts excluding VISA, student loans and mortgages.
- ❖ Make loan payments from your savings, checking, and money market accounts excluding VISA, student loans and mortgages.
- ❖ Set up and send out reoccurring payments (Online Banking only)
- ❖ Access electronic services: Pop Money, External Transfers, Credit Card Online Account Access (Online Banking Only)
- ❖ Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts. (Online Banking only)

Your accounts can be accessed under Online Banking via personal computer and through Mobile Banking on your mobile device. Online and Mobile Banking will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

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

- ❖ There is no limit to the number of inquiries you may make in any one day.
- ❖ The maximum withdrawal or transfer amount is limited to the balance in your account per transaction, and no transfer or withdrawal may exceed the available funds in your account.
- ❖ See "transfer limitations" that may apply to these transactions.

Bill Pay Service. We allow you to initiate bill payments to be paid directly from your Checking Account in the amounts and on the days you request. You may also edit and delete these bill payments. You may also designate bill payments to be made "today", "future", "recurring" or "automatic" and you may also receive e-bills. We will withdraw the designated funds from your checking account for bill payment by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending all payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

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

Transfer Limitations. For all Savings Accounts and Money Market Accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

CONDITIONS OF EFT SERVICES

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

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

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

A fee of up to 2 percent of the amount of the transaction rounded up to the nearest penny, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

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

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

Fees and Charges. There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

Refer to the separate "Rate Addendum and Schedule of Fees and Charges" for current fees

Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

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

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card 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, code or other means, TELL US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call **518-382-0605** or **866-SUNMARK (866-786-6275)** or write to:

Member Solution Center
Sunmark Federal Credit Union
PO Box 16370
Albany, NY 12212-6370

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

RIGHT TO RECEIVE DOCUMENTATION

Periodic Statements. Transfers and withdrawals made through any ATM/ITM or POS terminal, Debit Card transactions, audio response transactions, preauthorized EFTs or electronic/Online Banking transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no EFT transaction in a particular month. In any case, you will receive a statement at least quarterly.

Terminal Receipt. You have the option to receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM/ITM, POS terminal, or Check Card transaction with a participating merchant.

Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 518-382-0605 or 866-SUNMARK (866-786-6275) or by using Online Banking. This does not apply to transactions occurring outside the United States.

Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make.

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

Credit Union Liability and Preauthorized Payments. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events.

- ❖ If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- ❖ If you used your Card or access code in an incorrect manner.
- ❖ If the ATM/ITM where you are making the transfer does not have enough cash.
- ❖ If the ATM/ITM was not working properly and you knew about the problem when you started the transaction.
- ❖ If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- ❖ If the money in your account is subject to legal process or other claim.
- ❖ If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- ❖ If the error was caused by a system of any participating ATM/ITM network.

- ❖ If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- ❖ If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- ❖ Any other exceptions as established by the Credit Union.

Notices. All notices from us will be effective when we have them or delivered them to the appropriate address in the Credit Union's records. If you have agreed to receive notices electronically we may send you notices to the appropriate email address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will deliver notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

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

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

Billing Errors. In case of errors or questions about electronic funds transfers from your savings and checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. Call us at **518-382-0605** or **866-SUNMARK (866-786-6275)** or write to:

Member Solution Center
Sunmark Federal Credit Union
PO Box 16370
Albany, NY 12212-6370

1. Tell us your name and account number.
2. Tell us the dollar amount of the suspected error.
3. Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.

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

We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) ** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

NOTE. If the error you assert is an unauthorized Mastercard transaction, other than a cash disbursement at an ATM/ITM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

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

Change in Terms. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

Business Days. Every day is a business day except Saturdays, Sundays and holidays.

Governing Law. This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

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

WIRE TRANSFER AGREEMENT

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR ORAL OR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

The Applicant or any Associate Applicant ("Originator") named in your application for membership are the authorized persons who may issue payment orders to us for the initiation of wire transfers or to receive telephone calls from us, in accordance with this Agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to us under this Agreement for any Account designated in your application for membership. For confirmation purposes, we may call any party designated in your application for membership. If more than one authorized person is named, any one of them may issue payment orders on any designated Account.

Wire transfer requests must be given to us in compliance with our cut-off hours as established from time to time by us. We are not responsible for the accuracy of a routing number which you supply verbally and which is contained in your wire transfer request. Wire transfer requests received by us after our cut-off hours may be treated as if received on the following business day.

The Originator agrees to the following security procedures to be taken by the Credit Union before making the wire transfer requested (1) for requests submitted in person at a Credit Union branch, to check at least one piece of identification of the person making the request to determine if the name of such person on the request is the same as the name on the identification presented to the Credit Union, (2) for requests not submitted in person by Originator at a

Credit Union branch, asking a certain "account related" question and obtaining a copy of the requestor's government-issued photo identification to authenticate the identity of the person making the request, (3) for requests not submitted in person by Originator at a Credit Union branch, Credit Union may in its sole discretion call Originator at a telephone number that meets the requirements below, and (4) for requests initiated electronically or for certain phone requests being validated through a Shared Service Center, obtaining a notarized written request from the Shared Service Center including copy of requestor's government-issued photo identification. Additional security procedures or restrictions may apply if the Originator has recently changed the address or telephone number associated with the account. The Credit Union is under no obligation to confirm in any other way the identity of the person originating the request.

The Originator's telephone number the Credit Union will call to confirm a request must meet the following requirements, the telephone number was (1) provided by the Originator at the time the authorized account was opened, (2) a replacement telephone number for the account, provided the Credit Union confirmed the legitimacy of the change through direct contact with the Originator and authenticated the caller by asking a certain "account related" question, (3) a replacement telephone number for the Originator the Credit Union received at least 45 days prior to the date of the request, or (4) if applicable, the telephone number for the Shared Service Center validating the request independently obtained by the Credit Union.

Originator understands the security procedures described are employed only for attempting to determine if the Wire Transfer is not authorized by Originator, and not for the purpose of detecting any errors. Originator agrees to be bound by the Wire Transfer if it is authorized by Originator or if the Credit Union accepts it in good faith and in compliance with the security procedures even if the request is not properly authorized by Originator.

If the Credit Union takes any actions in an attempt to find errors in the request, or if the Credit Union takes any actions in addition to the security procedures described in this Agreement in an attempt to determine if the Wire Transfer was authorized by Originator, such actions will not become part of the standard security procedures, and the Credit Union will not be liable if these actions are not correctly performed or for not taking these additional actions with respect to any future requests. By originating a Wire Transfer request, Originator agrees the security procedures used by the Credit Union is commercially reasonable. Originator agrees the security procedures meet the Originator's requirements, given the size, type, and frequency of the Originator's requests to the Credit Union. Originator agrees to safeguard from unauthorized persons any PIN, code, account-related information, password, test key or other identifying information the Credit Union may request when confirming a wire transfer in accordance with the security procedures. In the event the Credit Union telephonically contacts the Originator to confirm a request, the Credit Union will be conclusively deemed to have complied with the security procedures if (1) the telephone number called by the Credit Union meets the requirements set forth above in this Agreement, and (2) the individual who answers the Credit Union's telephone call identifies himself or herself as the Originator. If the Originator becomes aware of a breach of the security procedures or a loss of information relating to the Originator, the Originator agrees to immediately notify Credit Union in a time and manner that gives the Credit Union a reasonable opportunity to act upon such notification.

Even though the Originator requests a wire transfer, it may be delayed or the Credit Union may in its sole discretion refuse to process the request because (1) Originator does not have sufficient available funds in Originator's authorized account to cover the wire transfer; (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by the Originator; (3) contains incorrect, incomplete, or ambiguous information; (4) the financial institution to receive the wire transfer, or through which the wire transfer would cause the Credit Union to violate a law, regulation or government guideline or program. If a request cannot be made or will be delayed, the Credit Union will attempt to notify Originator by telephone. If the Credit Union rejects a payment order and fails to notify the Originator, and there were sufficient funds to cover the payment order in the account, then the Credit Union will pay interest that is stated on our regular share savings account as disclosed in the Rate Addendum between the time of rejection of the payment order until the time the Originator receives notice.

The Originator gives the Credit Union a name and identifying number for the financial institution of the person or entity to receive the wire transfer. Originator understands the Credit Union will rely on the number Originator gave even if it identifies a financial institution different from the one Originator named above. If Originator gave the Credit Union a name and an account number for the person or entity to receive the wire transfer, Originator understands the financial institution of that person or entity may rely on the account number Originator gave even if it is not the account of the person or entity who is to receive the wire transfer. The Originator will be responsible to the Credit Union if the funds

transfer is complete on the basis of the identifying account number Originator provided to the Credit Union. In addition the Originator will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number Originator provided.

The Credit Union will determine the Wire Transfer System to be used in making wire transfers and the means by which each wire transfer will be made. If Fedwire is used, the Originator's rights and responsibilities will be governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association.

When a request is made, the Credit Union will charge the authorized account for the amount of the wire transfer and for the Credit Union's fee for the wire transfer as specified in "Rate Addendum and Schedule of Fees and Charges." The Credit Union will not make any demand or give Originator any prior notice before so charging the authorized account.

The wire transfer will be confirmed on Originator's periodic statement for Originator's authorized account. If Originator learns of any error in a wire transfer or any wire transfer which was not properly authorized by Originator, Originator must notify the Credit Union in writing (or calling us) at the address shown in this Agreement. In no case may such notice to the Credit Union be made more than 30 days after the Credit Union's first confirmation of the wire transfer. If the wire transfer is made in error and the Credit Union suffers a loss because Originator failed to notify the Credit Union within the 30 day period, Originator must reimburse the Credit Union for such loss. All inquiries about the wire transfer should be made to the member service number provided above.

The Credit Union will be responsible for making the wire transfer as provided in your request. The Credit Union's only representation and warranties to

Originator are in your request. The Credit Union cannot be responsible for the errors, action or failure to act of Originator or any other person or entity used to make Originator's wire transfers or to transmit information, such as financial institutions, government entities or carriers of communications. These persons and entities are not the Credit Union's agents. The Originator agrees to indemnify, defend and hold the Credit Union harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of any negligent or intentional action or inaction of the Originator or any third person and/or any breach of this Wire Transfer Agreement.

The Credit Union cannot be responsible for any liability or loss or any delay in making a wire transfer caused by events beyond the Credit Union's control such as fires, earthquakes, wars, riots, power surges or failures, acts of government, labor disputes, communication failures or legal constraints. **The Credit Union will not be liable to the Originator and for special, consequential, indirect, or punitive damages even if a claim is based on tort or contract or Originator or the Credit Union knew in any situation these types of damages were likely.**

This Agreement and any request made by the Originator (written or oral) is the entire Agreement between you and the Credit Union. If any provision of this Agreement is not enforceable, the other provisions will still be enforceable. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of New York notwithstanding any conflict of laws doctrines of such state to the contrary.

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

DADM KIDZ CUTS II LLC, on behalf of itself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kaliel PLLC, 1100 15th Street NW, 4th Floor,
Washington, DC 20005 (202) 350-4783

DEFENDANTS

SUNMARK CREDIT UNION

County of Residence of First Listed Defendant Schenectady
(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 ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 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 type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" 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)

Click here for: [Nature of Suit Code Descriptions.](#)

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 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 PERSONAL INJURY <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"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 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 checked="" 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 (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <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 - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC §§ 1332(d)(2) and (6); 28 USC § 1391

Brief description of cause:

Breach of Contract; Breach of Covenant of Good Faith & Fair Dealing; Unjust Enrichment; New York Gen. Bus. Law § 349, et seq.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

February 12, 2021

FOR OFFICE USE ONLY
ANYNDC-5419851

RECEIPT #

AMOUNT

\$402.00

APPLYING IFP

JUDGE

GTS

MAG. JUDGE

CFH

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Sunmark Credit Union Hit with Class Action Over Alleged Insufficient Funds Fee Practices](#)
