

Truth in Savings

Disclosure & Account Agreement



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ACCOUNT AGREEMENT

Terms of this Truth in Savings Disclosure and Account Agreement are subject to change.

The term “Agreement” means this Truth in Savings Disclosure and Account Agreement, which applies to all share accounts and to any individual having access to any share or loan account. The term “you” and “your” mean each individual signing a membership or account application and includes anyone who has access to the account(s). The term “Application” means the membership application required to establish membership with Hudson Valley Federal Credit Union (HVFCU) and is a continuing authorization to open any other account(s) for you under your member number upon your verbal request and deposit of funds. Some account types, for example Trust Accounts, may require an additional membership application to be completed.

The Fee Schedule that accompanies this Agreement states the costs associated with certain services that may be charged to you. HVFCU may deduct such charges against any account except accounts where our right to deduct is prohibited by law.

Contacting HVFCU

Visit any branch: see locations at hvfcu.org

Phone: 845.463.3011

General email: info@hvfcu.org

Secure email: <https://www.securedmail.hvfcu.org>

Live Chat: hvfcu.org

Mail: P. O. Box 1071, Poughkeepsie, N.Y. 12602

Eligibility for Membership. To join HVFCU, you must meet the membership requirements, including, without limitation, the purchase and maintenance of the minimum required share(s), as set forth in HVFCU’s bylaws. The minimum requirement of par value for a membership share is \$5.00 deposited in a primary savings account. If you fail to complete payment of one share upon admission to membership or within six months from the increase in the par value of shares, or if you reduce your qualifying membership account balance below the par value of one share and do not increase the balance to at least the par value of one share within six months of the reduction, you may be assessed a fee and be terminated from membership at the end of a dividend period. If you voluntarily withdraw all your shares, you may be terminated from membership immediately.

Voting Rights. HVFCU is owned by our members. Each primary member or each entity may cast one vote to elect our Board of Directors. Joint owners are not eligible to vote.

Continued Authorization. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies. This will help us determine if you continue to meet your eligibility for account(s) at HVFCU and/or in connection with making future credit opportunities available to you. Further, you authorize HVFCU to give information concerning our experience with you to others.

Governing Laws. This agreement is governed by HVFCU’s bylaws, federal laws and regulations, the laws including applicable principles of contract law, New York State laws, the National Automated Clearing House Association Operating Rules, local clearinghouse rules; Uniform Commercial Code; as amended from time to time. As permitted by applicable law, any legal action regarding this Agreement shall be brought in Dutchess County, New York.

Enforcement. You are liable to HVFCU for any loss, cost, or expense HVFCU incurs resulting from your failure to follow this Agreement. HVFCU will deduct any such loss, cost, or expense from your account without prior notice. If HVFCU brings legal action to collect any amount due under or to enforce this agreement, HVFCU shall be entitled, subject to applicable law, to receive payment of reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

Legal Process. If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, except accounts where our right to deduct is prohibited by law. Any legal process against your account is subject to our statutory lien and security interest authorities.

Statutory Lien. If you owe HVFCU money or cause us a loss as a borrower, account owner, endorser, or otherwise or you are in default on any financial obligation to HVFCU, federal law permits us to enforce a statutory lien on all accounts in which you have an ownership interest (except accounts where our right to deduct is prohibited by law) by transferring funds from these accounts to satisfy your obligations. HVFCU may restrict your access to these accounts.

Account Closure. You must remain a member in good standing. HVFCU may close your account(s) at any time, with or without cause, including, without limitation, causing a loss to HVFCU, for security reasons, or for any reason as allowed by applicable law. Once your account(s) is closed, we have no obligation to accept deposits or pay outstanding items. You agree to hold us harmless and we will not be liable for any loss or damage resulting from the termination of your account(s). The closing of your account(s) will not release you from any fees or other obligations incurred prior to the date the account(s) is closed.

Denial of Services. Except for maintaining a non-dividend bearing share account and the right to vote in special and annual meetings,

HVFCU may deny all services to any member or any member of a credit union with which we have merged who has caused a financial loss, has engaged in fraud or forgery, or whose conduct is deemed inappropriate or abusive. Denial of services also means that you cannot conduct business on your behalf or on behalf of another. HVFCU may also restrict the method in which business may be conducted, such as prohibiting access to HVFCU premises or to services involving HVFCU personnel.

Notification of Death, Dissolution, or Incapacitation. HVFCU may continue to honor all transfer orders, withdrawals, deposits, or other transactions on an account until we receive notification by any means we deem appropriate informing us if any account owner dies, becomes incapacitated, or if your organization is dissolved. Even with knowledge, HVFCU may for ten days after the date of death, dissolution or incapacity, pay or guarantee items drawn on or prior to that date unless ordered in writing to stop payment by an individual claiming an interest in the account under rules established by us.

Upon the death of any account owner, HVFCU reserves the right to enforce a statutory lien (except accounts prohibited by law) to pay any amounts owed to HVFCU prior to releasing funds to other owners, beneficiaries, etc.

Dormant Accounts and Unclaimed (Abandoned) Property. If you have not made any transactions over a period of 24 months and we have been unable to contact you, your account may be classified by us as dormant. A fee is assessed against the account.

In accordance with each state law, unclaimed property and funds in abandoned accounts are remitted to the custody of the applicable state agency and we will have no further liability to you for such funds. Unclaimed property may also include negotiable instruments that remain outstanding or stock certificates that remain on deposit. You must apply to the appropriate state agency to reclaim such funds.

Taxpayer Identification Number. HVFCU will not open an account without a Taxpayer Identification Number (TIN) or Employer Identification Number (EIN).

Mailing Address. You must inform us of your current postal mailing address at all times. Failure to do so, which causes undeliverable periodic statements, will result in fees for each statement period until you provide us with your current address. Statements and notices are mailed to the individual whose name first appears on the account.

Error Notification. If you fail to notify HVFCU of any errors within 60 days of receipt of your statement, you waive the right to assert any errors against us.

Individual Accounts. An individual account is in the name of one owner only. Only that owner may transact on the account. The interest of a deceased owner will pass, subject to applicable law, to the decedent's estate.

Joint Accounts. An account with two or more account owners is a joint account, with Right of Survivorship. Joint ownership of an account does not constitute HVFCU membership. Joint owners may be non-members.

Right of Survivorship. Upon the death of one of the joint account holders, that individual's ownership interest in the account will pass to the other joint owner(s). After the death of any account owner HVFCU may honor withdrawals, transfers, or items or orders drawn by the surviving account owner(s) and we may treat the account as the sole property of the survivor. If the remaining owner(s) are nonmembers, the account must be closed and the funds disbursed.

Joint Owner Rights. All deposits to a joint account, including dividends, automatically become the property of each joint account owner. The entire account balance may be released to any owner. Each account owner, without the consent of any other account owner, is authorized by every other joint account owner, to make any permissible transaction.

We may be required by service of legal process to remit funds held in the joint account to satisfy a judgment against any account owner or other valid debt incurred by any account owner, regardless of which account owner(s) deposited funds into the account.

Joint Owner Liability. HVFCU may recognize the signature of anyone who signed the Application as authorized to transact any business on a joint account. Each account owner is fully obligated under the terms of the Agreement to any debt including, but not limited to: loss incurred as a result of account mishandling, overdrafts and debit balances, and endorsements of items payable to any signer of this account. Each account owner hereby pledges his, her, or its interest in the account and all balances in the account to HVFCU as security for the joint or several debts of each other account owner to HVFCU. The joint account is also subject to collection attempts and our right to enforce a statutory, possessory, or other lien (except accounts prohibited by law).

Change in Ownership. If any joint account owner requests to remove their name from a joint account, HVFCU is authorized to 1) perform the necessary maintenance to the account without the signature of the other owner(s); 2) retain all other account services, including ATM access, overdraft protection, etc. in accordance with applications originally signed; 3) reserve the right to require written consent of all owners for any change or termination of an account if necessary.

Totten Trust Accounts. A Totten Trust Account is an informal account owned by one or more owners for the benefit of one or more beneficiaries. If the Totten Trust Account is held by more than one owner, the owners are subject to the rules pertaining to joint account ownership. The trustee may withdraw money from the account and may change the beneficiary under the account.

Beneficiaries have no right to any funds in the account during the owner's lifetime. Unless stated otherwise, each beneficiary is deemed to have the same percentage interest. When all owners die, the account balance is transferred to the beneficiary or beneficiaries. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the account.

Formal Trust Accounts. A Formal Trust Account is an account owned by one or more trustees, for the benefit of one or more beneficiaries, according to a formal written trust agreement. To open a living trust, you must retain membership in your own right by retaining at least one share in your personal name for share insurance purposes.

The separate Living Trust Account Agreement and Certification of Trust provides for the applicable terms and conditions that are in addition to this Agreement.

Uniform Transfers to Minors. As custodian for a minor beneficiary you are subject to the New York Uniform Transfers to Minors Act (NYUTMA). Deposits in the account are held for the exclusive right and benefit of the minor. The minor has no authority to transact on the account. The custodian is liable for all transactions conducted and must transfer the funds to the minor upon reaching the age designated on our records. If the account is not closed and funds are not transferred to the minor, it will be blocked for deposits and withdrawals to comply with the NYUTMA. A successor custodian must be designated to act as custodian if you resign, die, or become legally incapacitated.

Fiduciary Accounts. A fiduciary account can be established as an estate, guardianship, conservator, infant compromise, representative payee, or benefit account. We reserve the right to require such documents and authorizations to satisfy us that the individual(s) who establishes and transacts on the account have the proper authority to do so. This applies at the time of account opening and at all times thereafter.

Club Accounts. Club accounts can be opened for "not-for-profit" clubs or organizations. All individuals of the organization or club must be either members of HVFCU or eligible for membership.

Checking and Health Savings Accounts (HSAs). A checking account may not be used to establish membership. Funds must be available in your account before an item is presented for payment, and HVFCU may without liability, accept, pay, guarantee, or charge items to the account in any order convenient to HVFCU.

You must notify HVFCU immediately if your checks are lost or stolen.

Checks are not returned with statements and a fee is assessed for any check copies you request.

HVFCU may refuse to pay funds from this account:

- 1) when such payment would draw the account below the balance allowed;
- 2) if not authorized in advance;
- 3) if items are presented over six months after written.

If HVFCU fails to make payment of an item in error, our liability is limited to actual damages you prove. HVFCU may determine whether or not to pay an item based on a sufficient account balance at any time between the time that we receive the item and the time that we return the item. If we choose to make a second determination of whether or not to pay an item before returning it, HVFCU may base the determination on the sufficiency of the account balance at the time before returning the item.

HVFCU may recognize the signature of anyone who signed the Application as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsements of items payable to any signer of this account for which all shall be liable.

HVFCU may charge against your account a postdated check even though payment is made before the date of the check. However, we cannot pay the check before the date if you notify us with the description of the check within a reasonable time for us to act on it. Notice may be written or oral. If oral, the notice shall be valid for 14 days. If written, the notice shall be valid for up to six months, and can be renewed within six months for another successive six month period. A fee may be assessed for this request.

HVFCU may pay and charge to your account items drawn by and payable to any individual, organization, association, or corporation, or any other agency whom you have authorized by providing your MICR number identifying your account, provided there are sufficient funds in your account to pay such items. HVFCU's rights with respect to such items shall be the same as if it were a check and signed by you personally. This authority shall remain in effect until revoked by you in writing (to HVFCU and to the agency to which the MICR number was provided) and HVFCU has had a reasonable opportunity to act on it. HVFCU shall be fully protected in paying such items. If any such item is not paid, whether with or without cause, and whether intentional or inadvertent, HVFCU shall be under no liability whatsoever, even though such non-payment results in the forfeiture of insurance, loss, or damage to you of any kind.

Health Savings Account (HSA). An HSA is subject to this Agreement, including the checking account conditions, and the terms and conditions set forth in the applicable HSA Custodial Agreement. The HSA Custodial Agreement supercedes this Agreement if there are any conflicting terms. There is only one account owner on an HSA account and only the account owner is entitled to draw items against the account. HVFCU may recognize your signature on the Application as authorization to transact any business on this account. If your

HSA account balance becomes negative, HVFCU has the right to enforce a statutory lien against the negative balance by transferring funds from another account in which you have an ownership interest (except accounts prohibited by law) or request that you deposit sufficient funds. Any transfer or deposits made to pay a negative balance is considered a contribution and in some instances the contribution may be considered an excess contribution and subject to IRS penalties.

Overdraft Programs. At HVFCU's discretion, if you do not have sufficient funds available in your checking account to cover items, they may be paid pursuant to HVFCU's Privilege Pay or Overdraft Protection program (in accordance with the applicable line of credit overdraft agreement). Coverage and notification of overdraft transactions is made at HVFCU's discretion and may be terminated without notice. You cannot rely on HVFCU to pay overdrafts on your account regardless of how frequently or under what circumstances HVFCU has paid overdrafts on your account in the past. You may opt out of any overdraft protection service at any time by contacting us using any of the options listed under Contacting HVFCU.

Overdraft Protection. Generally, you must opt-in to receive overdraft protection service. Overdraft protection can be designated from one line of credit (Readi-Cash personal or home equity) and/or one savings account. The overdraft protection sequence is set up first from your line of credit then from your savings account, unless you instruct HVFCU otherwise. Overdraft protection from a savings account is subject to a fee and to the maximum number of transactions described in the Transaction Limitations section. Overdraft protection from the designated line of credit is suspended if any of your loans or loans of which you are a co-borrower or co-signer is ten or more days delinquent.

Privilege Pay. If you have been a member in good standing for 30 or more days, HVFCU may pay checks and other items when you unintentionally do not have enough funds available in your checking account or other overdraft protection sources. HVFCU offers more affordable alternatives to Privilege Pay as described in the Overdraft Protection section. Privilege Pay is a courtesy service and HVFCU does not guarantee payment of any overdrawn item. We retain the right to refuse payment of an overdraft at any time, even though overdraft requests have been previously paid. To be eligible to receive Privilege Pay services, you cannot be in default on any loan obligation or subject to any legal or administrative order.

Privilege Pay may apply to checks and ACH debits with no registration required and is subject to a fee. Privilege pay may apply to Visa Debit card and ATM card transactions only when you register (opt-in) and may be subject to a fee. Privilege Pay is limited to a maximum of \$500, including fees. Any item is returned unpaid that results in a negative balance greater than the maximum allowed. You must bring your account to a positive balance within 30 calendar days following the date of the overdrawn balance, including fees. If funds are available in other accounts (except accounts where our right to deduct is prohibited by law) HVFCU may transfer and apply them to your negative balance at any time. HVFCU may discontinue Privilege Pay services and take collection steps if your account has a negative balance for more than 30 calendar days. HVFCU has no obligation to notify you before we pay or return any item. The order in which transactions are received and processed by HVFCU can affect the total amount of the overdraft fees incurred.

HVFCU is not liable for any action we may take regarding payment or nonpayment of these items. In addition, HVFCU may discontinue Privilege Pay at any time without prior notice, reason, or cause. Credit agencies may be notified if overdrafts are not paid as agreed.

Posting Order and Balances. The available checking account balance is the balance used to determine when Overdraft Protection or Privilege Pay applies. Please refer to the separate Overdraft Notice for details on transaction posting order and balances.

Stop Payment Requests. You may ask HVFCU to stop payment on any check drawn upon your account for a fee. You may request a stop payment by telephone, mail, audio response, Internet Banking, or in person. The stop payment is effective if HVFCU receives the order in time for us to act upon the order and you state the number of the account, the date of the check, the number of the check, and the check's exact amount. If you give HVFCU incorrect or incomplete information, we are not responsible for failing to stop payment on the item. If the stop payment order is not received in time for HVFCU to act upon the order, we are not liable to you or to any other party for payment of the item.

Duration of Order. You may make an oral stop payment order, which lapses within 14 calendar days unless continued in writing within that time. A written stop payment order is effective for six months. A written stop payment order may be renewed in writing from time to time. HVFCU is not obligated to notify you when a stop payment order expires.

Exceptions. You may not stop payment on any certified check, official check, or any other check, draft, or payment guaranteed by HVFCU.

Money Market Accounts. A money market account may not be used to establish membership. All money market accounts are subject to the applicable disclosures set forth in this Agreement, including the conditions set forth in Transaction Limitations. If funds are not sufficient in this account to cover items you have written, they are returned and a fee is assessed. Checks are not returned with statements and a fee is assessed for each check copy you request.

Certificate Accounts. A certificate account may not be used to establish membership. All certificate accounts are subject to the applicable disclosures set forth in this Agreement as well as the terms and conditions set forth in the Certificate Account receipt.

Individual Retirement Accounts (IRAs). An IRA may not be used to establish membership. All IRAs are subject to the applicable disclosures set forth in this Agreement as well as the penalties, terms, and conditions set forth in the applicable IRA Custodial Agreement. Contributions via payroll deduction apply to the current year.

Holiday Club Accounts. A Holiday Club account may not be used to establish membership. A minimum opening balance of zero dollars is permitted only if signed documentation for automatic transfers from a savings or checking account or through payroll deduction has been submitted. Regular deposits must be made to the account for a minimum of \$8 per month via automatic account transfer, ACH, or payroll deduction. Over-the-counter deposits are permissible, but are not credited toward the \$8 monthly minimum deposit.

This account may be closed and the balance credited to an existing HVFCU account if a deposit has not been made during a month. Another Holiday Club account cannot be opened until the next cycle begins under these circumstances. The Holiday Club cycle is October 1st through September 30th. At the end of the account cycle, the balance is credited to an existing HVFCU checking or savings account.

First Home Club Accounts. A First Home Club account can be used to establish membership. You may not withdraw from this account until the First Home Club program is completed. Any withdrawals you initiate prior to completing the program may disqualify you in accordance with the program offered through the Housing Counseling Agency. Once you have completed the program, the account can remain open and be used as a regular savings account.

PaySmart Accounts. A PaySmart account may not be used to establish membership. A PaySmart Account is a savings account in which balances maintained above \$25 receive a discount to purchase money orders. This account cannot be used for overdraft protection.

Mortgage Accelerator Program (MAP). A MAP account may not be used to establish membership. MAP is an account for fixed rate mortgages that offers a payment structure similar to a bi-weekly payment option, but allows you to start or discontinue the program as you desire, without the need or expense of refinancing your mortgage. MAP accounts are subject to this Agreement as well as the terms and conditions set forth in the MAP Automatic Payment form.

Funds Availability Policy. HVFCU may delay the availability of funds deposited into any account, including certificate accounts. During this delay, you may not withdraw the funds, and we will not pay items presented for payment.

HVFCU reserves the right to refuse to negotiate any check. We may accept the check for deposit on a collection basis. That means your account is credited only when we receive direct funds from the bank upon which the check is drawn.

Determining the Availability of A Deposit. The length of the delay is counted in business days from the day of your deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 7:00 PM 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 7:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

Same-Day Availability. Funds from electronic direct deposits to your account are available on the day we receive the deposit. Also, funds from the following deposits are available on the same business day of your deposit;

- Cash;
- U.S. Treasury checks that are payable to you;
- Wire transfers;
- Checks drawn on HVFCU;
- State and local government checks that are payable to you;
- Cashier's, certified, teller's and Traveler's Checks that are payable to you;
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Money Orders, if these items are payable to you;
- Lesser of \$200 or aggregate amount from any HVFCU or non-HVFCU ATM cash and/or check deposit;
- Lesser of \$200 or aggregate amount deposited by personal or business items;
- Payroll checks that have a clear indication on the face that the check is for payroll purposes (See Special Rules for New Members).

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or use an HVFCU ATM), funds from these deposits are available on the day we receive your deposit.

When the items above are presented, the first \$200 is available immediately and the remainder will not be available until the second business day after the day of deposit. For example if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Monday. The remaining \$500 is available on Wednesday.

Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances;

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,000 on any one day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months;

There is an emergency, such as a failure of computer or communications equipment. You are notified if we delay your ability to withdraw funds for any of these reasons, and we tell you when the funds are available, which may be up to 30 days after the normal availability unless otherwise stated. If you need the funds from a deposit right away, you should ask when the funds are available.

Special Rules for New Members. If you are a new member, the following special rules apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account are available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, U.S. Treasury, federal, state, and local government checks, and U.S. Postal money orders are available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 is available on the sixth 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 is not available until the second business day after the day of your deposit.

Funds from all other check deposits, including payroll checks are available on the sixth business day after the day of your deposit.

Endorsements. You must endorse all items you deposit. Endorsements must be placed in the space on the back of the check between the top edge and 1-1/2 inches from the top edge. HVFCU may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you are responsible for any loss incurred by HVFCU due to the delay or error. Mobile remote deposit capture endorsements must be made in accordance with the Mobile Remote Deposit Capture Agreement.

ACH Transfers. You may initiate or receive credits or debits to your account through Automated Clearing House (ACH) transfer. If you receive funds by ACH transfer, HVFCU is not required to notify you at the time the funds are received. Instead, the transfer is shown on your periodic statement. ACH transfers to your account are provisional until HVFCU receives final payment. If final payment is not received, HVFCU may reverse the provisional credit or you must refund the amount to us. Fees may apply and be charged to your account. HVFCU reserves the right to refuse or return any item or funds transfer.

Wire Transfers. When you initiate a wire transfer, you must identify the recipient and any financial institution by name and by account or identifying number. HVFCU and other institutions may rely on the account or other identifying numbers as the proper identification number, even if it identifies a different party or institution. HVFCU sets certain security procedures and cutoff times in connection with processing a wire transfer which are subject to change. We reserve the right to refuse or return a wire transfer. Once a wire transfer has been sent, the transfer is final and cannot be stopped. Wire transfers are governed by Regulation J if the transfer is cleared through the Federal Reserve.

Periodic Transfers. You may authorize periodic transfers to or from your savings, checking, or money market account or unsecured line of credit verbally or in writing, provided sufficient funds or credit is available to conduct the transfer.

Returned Deposits. HVFCU is not responsible for any damages you incur if an item that you deposited to your account is returned by the paying financial institution, regardless of the reason for the return. Your account is deducted for the returned item, and if you do not have sufficient funds to cover the returned item, an overdraft may occur. This gives HVFCU the right to charge associated fees or enforce a statutory lien against any account in which you have an ownership interest (except accounts prohibited by law).

Nonsufficient Funds. We reserve the right to charge you a fee each time an item is returned due to insufficient funds regardless of your method of payment (i.e. checks, electronic transfer, automated clearing house, etc.) and regardless of the type of loan or account to which your payment was applied. At our discretion, this fee may be added to the principal balance of your loan, may be charged to an account you or any other person obligated on your account maintain with us, or may be billed directly to you or such other person obligated on your account.

Lost Items. When receiving items from you for withdrawal or deposit, HVFCU 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.

Accounts as Collateral. Only savings and certificate accounts that are held individually, jointly, or as a Totten Trust can be used as collateral on a loan.

Power of Attorney. You may wish to appoint an agent to conduct account transactions on your behalf. HVFCU is obligated to accept power of attorney forms only if we deem they are properly completed and signed. Once accepted, your agent is authorized to act on your behalf.

Retail Sweep Program. Savings, checking, and money market accounts are structured into sub-accounts for regulatory accounting purposes only. HVFCU may periodically transfer funds between sub accounts, but the function of these accounts is still based on the combined balances. This is done to reduce the aggregate of checking, savings, and money market account balances reported to the Federal Reserve Bank, and lowers the amount of HVFCU's reserve balance at the Federal Reserve Bank. This process does not affect your available balance, the dividends you may earn, NCUA insurance protection, your monthly statement, or any other features of this account.

Mandatory Arbitration. Any claim, dispute, or controversy (“Claim”) arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”) in Dutchess County in the State of New York, under the AAA Consumer Rules in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. The costs of the arbitration, including arbitrator’s fees, shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrarily, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.”

Class Action Waiver. Any Claim must be brought in the respective party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multi-plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Waiver of Jury Trial. Subject to and without modifying or waiving in any way the clauses above entitled “Mandatory Arbitration” and “Class Action Waiver,” each of the parties hereby unconditionally waives any right to a jury trial with respect to and in any action, proceeding, claim, counterclaim, demand, dispute, or other matter whatsoever arising out of or related to this Agreement.

Consent to Contact. You are required to provide an active telephone number by which we can reach you. You may, but are not required to, provide us with a cellular, voice-over-Internet-protocol (VoIP), or other telephone number which may require you to pay for receiving calls (a “mobile” number). You are not required to provide a mobile number in order to access any product or service provided by us. If you choose to provide us with a mobile number, you thereby expressly consent to receiving communications from us and our affiliates and agents at that number for any purpose and by any method, including efforts to contact you regarding a debt, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system. Such calls and messages may incur access fees from your cellular provider. Your consent to receive prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system may be revoked at any time, although we may still contact you in connection with any debt you may have.

TRUTH IN SAVINGS DISCLOSURES

Rate Information. All dividend-bearing accounts are variable rate accounts, except fixed-rate certificate accounts. The Dividend Rate and Annual Percentage Yield (APY) may change at any time as determined by HVFCU’s Board of Directors.

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

Accrual of Dividends. All items deposited will begin accruing dividends as of the day of the deposit. For specific dividend information, please refer to the chart that follows. Accounts closed before dividends are credited will receive accrued dividends. For certificate accounts closed prior to maturity, accrued dividends, if applicable, are credited prior to penalties being applied.

Notice of Withdrawal. We reserve the right to require that you give us at least seven to 60 days’ notice in writing prior to any intended withdrawal from any share account.

Balance Computation Method. Dividends are calculated using the daily balance method (based on a 365-day year) which applies a daily periodic rate to the balance in the account at the end of each day. (See chart below)

Dividend Payments and Minimum Balance Requirements¹

Account Type	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Balance Required to Open Account	Minimum Balance Required to Earn Dividends
Savings	Daily	Quarterly	Quarterly ⁴	\$5 ⁷	\$0
IRA Savings	Daily	Quarterly	Quarterly ⁴	\$0	\$0
Checking & Health Savings (HSA)	Daily	Monthly	Monthly ⁵	\$0	\$0
Tiered Money Market	Daily	Monthly	Monthly ⁵	\$1,000 ⁸	\$0

PaySmart	N/A	N/A	N/A	\$25	N/A
Mortgage Accelerator Program	Daily	Monthly	Monthly ⁵	\$0	\$0
3 to 60 Month Fixed Rate Certificate Account Regular & IRA ²	Daily	Monthly	Monthly ⁶	\$500	\$500
12 Month Flex Certificate Account Regular & IRA ^{2,3}	Daily	Monthly	Monthly ⁶	\$750	\$750
3 to 60 Month Jumbo Fixed Rate or 12- Month Flex Rate Certificate Account Regular & IRA ^{2,3}	Daily	Monthly	Monthly ⁶	\$50,000 & \$100,000	\$50,000 & \$100,000
8 Month Save Smart Certificate Account ²	Daily	Monthly	Monthly ⁶	\$250	\$250

1. The Account & Loan Rate Information schedule that accompanies this Agreement discloses the dividend rate and APY for each account, for each money market tier offered based on the daily balance, and for each certificate account term.
2. The APY is based on an assumption that dividends will remain in the account until maturity. Early withdrawal of dividends will reduce earnings. Additional deposits are not permitted until the maturity date. Certificate account maturity date, Dividend Rate, and APY are set forth in the certificate account receipt.
3. Flex certificate accounts have a variable dividend rate and APY that changes quarterly, or four times per year. The APY is determined by adding .25% to the 3-month Treasury Bill auction investment rate on the last Thursday of each quarter. The dividend rate is subsequently calculated based on the indexed APY.
4. The dividend period is quarterly. For example, the beginning date of the first dividend period is January 1, and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for this example is April 1.
5. The dividend period is monthly. For example, the beginning date of the first dividend period is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for this example is February 1.
6. The dividend period on this account is monthly, beginning on the date the account is opened and ending on the stated maturity date, unless renewed.
7. The minimum balance required to open a Primary Savings Account is \$5.00. Each unique member number requires one Primary Savings Account.
8. A monthly fee is assessed if a money market balance is reduced below \$1,000 on any day.

Certificate Account Renewals. Certificate accounts renew automatically at maturity for a term equal or closest to that of the initial term and at the Dividend Rate and APY in effect at that time for such a term. You have a grace period of 10 calendar days after maturity to withdraw funds without a penalty. If you withdraw funds during the grace period, you do not earn dividends on the entire account balance. If you choose not to renew the certificate account by withdrawing all or a portion of the balance during the grace period, you forfeit all dividends earned during that time.

Certificate Account Penalties. HVFCU imposes a penalty and closes the account if a withdrawal of principal is made prior to the maturity date set forth on the certificate account receipt. The early withdrawal penalty is equal to the lesser amount as follows:

Original Certificate Account Term	Amount of Penalty	or
3 Months	30 days of accrued dividends	All accrued dividends since the date of issuance or renewal not to be less than 7 days' dividends on a new account
6 & 8 Months	60 days of accrued dividends	
12 Months	90 days of accrued dividends	
24 Months	120 days of accrued dividends	
36 Months	180 days of accrued dividends	
48 Months	270 days of accrued dividends	
60 Months	360 days of accrued dividends	

Exceptions to Certificate Account Penalties. Penalties are not applied: 1) if the withdrawal is made subsequent to the death of any owner of the account, or is made at the close of the dividend period in which the administration of the decedent's estate is completed, but not to exceed a period of four years; or 2) as a result of the voluntary or involuntary liquidation of HVFCU; or 3) because the owner of an IRA certificate account is age 59 1/2 or older; or 4) if an IRA certificate account is closed within seven days of opening (however all dividends are forfeited).

Transaction Limitations. Federal regulation requires us to limit withdrawal transactions on certain accounts. Withdrawals from your savings and money market accounts and transfers made between your accounts are unlimited when made: in person; at an ATM; by mail; at a Shared Service Center; by messenger; by phone; by facsimile; or through Internet Banking, Mobile Banking, or email when requesting an HVFCU official check made payable to you and mailed to your address of record with HVFCU; or transfer to an HVFCU loan in your name.

Up to six withdrawals or transfers from savings and money market accounts are permitted each month in any of the following combinations when payable to a third party or to another account owned by you: checks or similar orders; pre-authorized or automatic transfers; Automated Clearing House (ACH); Internet Banking; Mobile Banking; audio response (MAGIC); overdraft from savings; telephone, email, facsimile.