

# IMPORTANT DISCLOSURES

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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 the New York University 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 Funds Availability Policy, Electronic Funds Transfer Agreement, Privacy Policy, and the Truth-in-Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, 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.

## MEMBERSHIP AND ACCOUNTS AGREEMENT

**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), and must purchase and maintain at least one share (\$50, the Membership Share Account), 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. Any joint owners on the share account are authorized as joint owners on all accounts.

1. **Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners.
2. **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. Members may not remove any joint owner of any account. 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.

3. **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.

**POD Beneficiaries.** A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on the account. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA and Certificate accounts, which shall be governed by a separate beneficiary designation. In the absence of a POD beneficiary on Certificate Accounts, the Certificate Account will be governed by the POD beneficiary designation on the Share Account. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**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.

**Living Trust Accounts.** An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustees shall sign a Membership Application and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, and currently exists. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage, or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee, and beneficiaries.

**Business Accounts.** Accounts held in the name of a business, organization, or association

member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the business member to provide a Membership Application informing the Credit Union who is authorized to act on its behalf. No POD beneficiary designation or other designation shall apply to the account. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had reasonable time to act upon such notice. The Credit Union may require that third-party checks payable to a business not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

**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 and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties. Certificate accounts are governed by the terms of this Agreement, the terms of the Rate and Fee Schedule, and the terms and disclosures on your certificate account receipt for each account, which is incorporated herein by this reference.

1. **Endorsements.** You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third-party checks presented for deposit, either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and one and a half inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsements or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.
2. **Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an unstaffed 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.
3. **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.
4. **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. 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.

5. **Crediting of Deposits.** Deposits received at unstaffed facilities such as night depositories and automated teller machines (ATMs) 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.
6. **Limits on Deposits.** The Credit Union is Federally insured up to \$250,000 by NCUA. We allow up to \$250,000 in combined Share (Savings)/Certificate (CDs)/Share Draft (Checking) deposits per member.

#### **Account Access.**

1. **Authorized Signature.** The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction. You understand and agree that if you provide your Personal Identification Number (PINI) to anyone, you have authorized them to access and conduct transactions on your account at any branch, automated teller machine (ATM), point-of-sale (POS) terminal, Online Banking, or audio response system, even if they are not joint owners. You authorize and direct the Credit Union to honor these transactions until you expressly revoke your authority by changing your PIN.
2. **Access Options.** You may make withdrawals or transfers from your account in any manner that is permitted by the Credit Union (i.e. check, automated teller machines [ATMs], debit card, personal computer, in person, by mail, automatic transfer, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return any check that is not drawn in the form provided by the Credit Union as an unpaid item and charge a fee.
3. **ACH & Wire Transfers.** If offered, you may initiate or receive credits or debits to your share draft (checking) account via wire transfer or ACH (automated clearing house) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. 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 you give as the proper identification number, even if it identifies a

different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. The Credit Union has a limit of \$500,000 per wire transfer. ACH transactions are governed by the rules of the National Automated Clearing House Association. Under those rules, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we send or make available to you the statement containing that ACH entry.

**4. Electronic Check Transactions.**

- a. **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 III. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account.
- b. **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 III. Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) 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 15-day period, we will re-credit 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 and Fee Schedule and each Certificate account receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately and posted on our website [www.nyufcu.com](http://www.nyufcu.com). You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

**Transaction Limitations.**

1. **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 and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases, for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of no less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

2. **Transfer Limitations.** For share and savings accounts, you may make up to six (6) preauthorized, automatic, telephonic, or home-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. 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. **Please refer to the "Regulation D- Limitations on Withdrawals and Transfers from Savings Deposits" for more information.**

#### **Overdrafts.**

1. **Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds item. The Credit Union may charge a fee for an insufficient funds item whether paid or returned as set forth in the Rate and Fee Schedule. 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 pay or bank extra time beyond any midnight deadline limits.
2. **Overdraft Service.** The Credit Union may, as a discretionary service and not as a right of yours or obligation to you, pay overdrafts up to a limit determined by your individual account activity. The Credit Union's fees, charges, and each paid check or item will be included in this limit. This overdraft balance will not be included in or reflected on your actual or available balance of your account provided by a teller, at ATM or POS facilities, through online services, or on your periodic statements. This overdraft service is not a line of credit, is not guaranteed, and is independent of any other payment arrangement the Credit Union may offer. Generally, the Credit Union will not pay an overdraft in excess of any limit established for your account type. Also, the Credit Union may refuse to pay an overdraft at any time, even if the Credit Union has previously paid such overdrafts. The Credit Union will

notify you by mail of any insufficient funds, checks, or items, paid or unpaid and returned, you may have. However, the Credit Union has no obligation to notify you before paying or returning any item. The following transactions (overdrafts) may be covered under this service: checks, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. Point-of-sale (POS) and ATM transactions will not be covered by this service unless you specifically opt in for POS and ATM coverage. The Credit Union reserves the right to pay any checks or items in the order they are presented or received and in accordance with normal operating procedures for such checks, items, or transactions. You will be charged an NSF/Returned Item fee for each paid overdraft check or item as set forth in the Rate and Fee Schedule. There is no limit to the number of overdrafts paid or fees incurred on any one (1) day. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of any overdraft balance. Accounts may be closed for failure to repay overdraft balances and the Credit Union will report account closures to applicable consumer reporting agencies. The Credit Union offers the overdraft service as a convenience to members for incidental overdrafts. The Credit Union does not encourage repeated account overdrafts.

3. **Overdraft Protection Plan.** If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor items drawn on insufficient funds in your checking account by transferring the funds from a loan account. Transfers from a loan account will be governed by the applicable loan agreement.

**Postdated and Stale-dated Items.** You may not write postdated checks and New York University FCU will not be liable in any way for payment of postdated checks, or non-payment of other items due to the payment of postdated checks. If checks are written for amounts in excess of the collected account balance, and you have, either now or in the future, an unsecured Overdraft Line of Credit Account, funds may be transferred to the account as necessary to pay the checks, and the balance due New York University FCU under the unsecured Overdraft Line of Credit Account will be increased by the amount transferred to the account. If checks are written for amounts in excess of the collected account balance, New York University FCU may transfer funds from any regular savings account or any other savings account maintained by you, to repay the overdraft in the account; in no event will New York University FCU make any such transfer from any savings account if during the same month a total of six preauthorized or telephone transfers from that account have already been made. Please refer to the enclosed fee schedule for current fees. New York University FCU is under no obligation to pay a check on which the date is more than six months old.

#### **Stop Payment Orders.**

1. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by mail, 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 number of the account, date, and number of the check 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 check to the Credit Union, and to assist the Credit Union in legal action taken against the person.



2. **Duration of Order.** You may make a written stop payment order. Verbal stop payment orders are not permitted by the Credit Union. A written stop payment order will be effective for one (1) year. 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.
3. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. 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.

**Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser, or otherwise, the Credit Union has a lien on any or all the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-transferable to third parties. All accounts may not be assigned without our prior written consent.

**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.**

1. **Name or Address Changes.** It is your responsibility to notify the Credit Union of a change of address or change of name. 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 as set forth on the Rate and Fee Schedule.
2. **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. Changes in account ownership, such as adding or removing a joint account owner, must 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.
3. **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 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.

**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.**

1. **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 the fee set forth in the Rate and Fee Schedule.
2. **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 thirty (30) 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 a facsimile signature machine. See exceptions for ACH transactions

under Section 9.c.

3. **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.

**Dormant Accounts.** If you have an account that you have not made a withdrawal from, deposit to, renewal of, or transfer involving your account for more than twelve (12) months, the Credit Union may classify your account as dormant and may charge a dormant account fee as allowed by applicable law and set forth on the Rate and Fee Schedule. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum balance requirement and the monthly fee (below \$50 balance) will apply. You authorize us to transfer funds from any available account of yours to cover the monthly fee, if necessary. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated an interest in the account, or the Credit Union has had no other contact with you within three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds. 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.

**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. You may terminate your account or remove yourself as owner from the account at any time by notifying the Credit Union in writing. 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.** 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 the Credit Union facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does 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 the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer. Otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, must be evidenced by a signed Membership Application and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without a copy of the Power of Attorney on record at the Credit Union.

**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 accessed 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.

**Governing Law.** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws of the state of Utah, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## LIMIT ON NYU FCU DEPOSITS

New York University Federal Credit Union is Federally insured up to \$250,000 by NCUA. We allow up to \$250,000 in combined Share (Savings)/Certificate (CDs)/Share Draft (Checking) deposits per member.

## UNLAWFUL INTERNET GAMBLING NOTICE

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

## TRUTH IN SAVINGS POLICY

### Savings Account Disclosures.

1. **Rate Information** – Consult the current rate sheet for the current Annual Percentage Yield and dividend rate.
2. **Dividend Compounding and Crediting.** Dividends are compounded and credited quarterly, on the last day of the quarter. The Annual Percentage Yield is a percentage rate that reflects the 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 daily.
3. **Minimum Balance Requirements.** To establish your membership (\$10 membership fee per person) at NYUFCU you need to have a Savings Account. The minimum balance required to open a Savings Account and earn the stated APY is \$250.00. The minimum balance required to open a Vacation and Holiday and earn the stated APY is \$50.00. No dividends will be paid for any day in which the balance in your account falls below these minimums. If your account falls below \$50, there is \$5 per month fee.
4. **Balance Computation Method.** Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the account each day.
5. **Accrual of Dividends.** 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.
6. **Dividend Period.** The dividend period for a savings account is quarterly.
7. **Transaction Limitations.** The savings accounts are not a transaction accounts. Transactions are limited according to Regulation D limits. Information on how transactions are processed and limits on these transactions can be found on our website under Disclosure & Policies.
8. **Cash Withdrawals Limitations.** Members are allowed one withdrawals per day at NYUFCU, Maximum of \$1000 withdrawal per day without prior notification. Withdrawals over \$1000 require at least 2 business days notice and are subject to availability.
9. **Limits on Deposits.** The Credit Union is Federally insured up to \$250,000 by NCUA. We allow up to \$250,000 in combined Share (Savings)/Certificate (CDs)/Share Draft (Checking) deposits per member.

### Checking Account Disclosures.

1. **Rate Information** –Consult the current rate sheet for the current Annual Percentage Yield and Dividend Rate.
2. **Minimum Balance Requirements.** There is \$50 minimum balance required to open a checking account, there is no minimum balance that needs to be maintained. If a member bounces three checks or ACH we will have their checking accounts closed for mismanagement.
3. **Transaction Limitations.** There are no transaction limitations on checking accounts. If your checking account remains inactive for a period of 180 consecutive days, New York University FCU may, at its discretion and without prior notification, close your checking account and transfer the balance to your savings account.
4. **Payments and Overdrafts.** New York University FCU is under no obligation to pay a check which exceeds the collected balance in your checking account, but New York University FCU may, at its election, choose to pay such a check or checks even if such payment creates an overdraft in the account. New York University FCU is under no obligation to pay



a check on which the date is more than six months old. You may not write postdated checks and New York University FCU will not be liable in any way for payment of postdated checks, or non-payment of other items due to the payment of postdated checks. If checks are written for amounts in excess of the collected account balance, and you have, either now or in the future, an unsecured Overdraft Line of Credit Account, funds may be transferred to the account as necessary to pay the checks, and the balance due New York University FCU under the unsecured Overdraft Line of Credit Account will be increased by the amount transferred to the account. If checks are written for amounts in excess of the collected account balance, New York University FCU may transfer funds from any regular savings account or any other savings account maintained by you, to repay the overdraft in the account; in no event will New York University FCU make any such transfer from any savings account if during the same month a total of six preauthorized or telephone transfers from that account have already been made. Please refer to the enclosed fee schedule for current fees.

5. **Cash Withdrawals Limitations.** Members are allowed one withdrawals per day at NYUFCU, maximum of \$1000 withdrawal per day without prior notification. Withdrawals over \$1000 require at least 2 business days notice and are subject to availability.
6. **Limits on Deposits.** The Credit Union is Federally insured up to \$250,000 by NCUA. We allow up to \$250,000 in combined Share (Savings)/Certificate (CDs)/Share Draft (Checking) deposits per member.

#### **Money Market Account Disclosures.**

1. **Rate Information** –Consult the current rate sheet for the current Annual Percentage Yield and Dividend Rate.
2. **Dividend Compounding and Crediting.** Dividends are compounded and credited monthly, on the last day of the month. The Annual Percentage Yield is a percentage rate that reflects the 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 each month.
3. **Minimum Balance Requirements.** The minimum balance required to open a money market account is \$1000.00. The minimum balances required to earn the applicable Annual Percentage Yield and dividend rate for each tier are set forth in a separate rate sheet included with this package. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the account each day. Accrual of Dividends. 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. Dividend Period. The dividend period for a money market account is monthly. Transaction Limitations. No more than six (6) preauthorized, automatic or telephone transfers may be made from this account to another account or to a third party in any month, and no more than three (3) of these six (6) transfers may be made by check, draft or debit card to a third party. If you exceed these limitations, New York University FCU may, at its option, impose an excess transaction fee against your account, convert your account to an account type not subject to these limitations, or close your account.
4. **Cash Withdrawals Limitations.** Members are allowed one withdrawals per day at NYUFCU, Maximum of \$1000 withdrawal per day without prior notification. Withdrawals over \$1000 require at least 2 business days notice and are subject to availability.

5. **Limits on Deposits.** The Credit Union is Federally insured up to \$250,000 by NCUA. We allow up to \$250,000 in combined Share (Savings)/Certificate (CDs)/Share Draft (Checking) deposits per member.

#### **Certificate Account Disclosures.**

Unless otherwise disclosed, the following terms and conditions apply to all New York University Federal Credit Union certificate account products:

1. **Rate & Term Information** – Consult the current rate sheet.
2. **Dividend Compounding and Crediting.** Dividends are compounded daily and credited monthly or quarterly. Consult the rate sheet for the compounding frequency specific to your certificate product. The Annual Percentage Yield is a percentage rate that reflects the 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 are fixed and will be in effect for the initial term of the account. The Annual Percentage Yield is based on the assumption that dividends will remain in the account until maturity. A withdrawal of dividends during the term of the account will reduce earnings.
3. **Minimum Balance Requirements.** The minimum balance required to open a fixed-rate certificate account; avoid the imposition of a fee; and obtain the advertised annual percentage yield is \$1,000.00. An account that falls below the minimum balance requirement, for whatever reason, will be subject to closure. Balance Computation Method. Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the account each day. Accrual of Dividends. 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. Dividend Period. The dividend period for a certificate account is quarterly. The dividend period begins on the first day of the term and ends on the maturity date.
4. **Renewal Policy.** You will be notified at least fourteen (14) days prior to the maturity date. We will mail you a check with the balance of the CD after the maturity date.
5. **Transaction Limitations.** Additional deposits are not allowed on fixed-rate certificate accounts prior to the maturity date.
6. **Early Withdrawal Penalty.** Unless otherwise disclosed, for certificate accounts with a term of one year or less, withdrawals made prior to maturity are subject to an early withdrawal penalty equal to ninety (90) days' interest at the dividend rate and forfeiture of any dividends accrued but not yet credited to the account on the amount withdrawn. In assessing the penalty amount for an early withdrawal, the penalty amount may be imposed on the principal. For certificate accounts with a term of more than one year, withdrawals made prior to maturity are subject to an early withdrawal penalty equal to one hundred eighty (180) days' interest at the dividend rate and forfeiture of any dividends accrued but not yet credited to the account on the amount withdrawn. In assessing the penalty amount for an early withdrawal, the penalty amount may be imposed on the principal.
7. **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:
8. When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
9. Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA and the owner attains age 59½ or becomes disabled.

10. When we provide an account owner with a 30-day advance notice of our decision to close the account.
11. **Limits on Deposits.** The Credit Union is Federally insured up to \$250,000 by NCUA. We allow up to \$250,000 in combined Share (Savings)/Certificate (CDs)/Share Draft (Checking) deposits per member.

## FUNDS AVAILABILITY POLICY

**General Policy.** Every share draft, check, or money order which is accepted for deposit in your account will be provisionally credited to your account the day it is deposited. This means that the check or money order will show in your account, earning interest, but you will not have access to it until the credit union gets payment. In the case of deposits received after 3:00 PM, it will be credited on the next business day, and will earn dividends from the day it is provisionally credited to your account. However, if the credit union is unable to obtain payment for the item (i.e., the check bounces), you will not earn any dividends on that 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. If you make a deposit before 3 p.m. 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 3 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Members receiving direct deposit of their paycheck, SSI or SSA check will have access to their funds after 10.30 AM of the day that the credit union received the deposit. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and credit union holidays. By opening and maintaining an account with the credit union, you have agreed to the Bylaws of the NYU FCU.

**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 next business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the next business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. The maximum hold on checks is 10 days except when used to open an account. The hold is 30 days when you open a new account at the NYUFCU. If you will need the funds from a deposit right away, please ask us when these funds will be available.

**Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**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: *f* We believe a check you deposit will not be paid. *f* You deposit checks totaling more than \$5,000 on any one day. *f* You deposit a check that has been returned unpaid. *f* You have overdrawn your account repeatedly

in the last six (6) months. *f* 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 seven (7) business days 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 thirty (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 of a day's total deposits of cashier's, certified, teller's, travelers', and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available nine (9) business days 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 will not be available until two (2) business days after the day of your deposit. Funds from all other check deposits will be available nine (9) business days after the day of your deposit.

**ATM and MasterCard Debit Cards.** Members may use their ATM card to withdraw up to \$500 available in their accounts unless the ATM has limit on the amount that it dispense. Members are allowed 6 aggregate number of PIN transactions per day. Members can withdraw for free 6 times per months from New York University Federal Credit Union ATMs and COOP ATM Network ATMs. For all other withdrawals, the credit union charges \$1.00 per transaction, which is added to the surcharge charged by the non-NYUFCU ATM. Members can use the Mastercard Debit Cards for up \$1000 in Point of Purchase (POS) per day without prior notification. Members are allowed 10 aggregate number of POS transactions per day.

**Deposits at Nonproprietary 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 five (5) business days after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified accordingly.

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

**Fees.** The New York University Federal Credit Union is a not-for-profit financial cooperative. This means that any fee that we charge pays for services that you use. In many cases, if the credit union did not charge a fee, it could not offer a service. Any extra money made from fees will be returned to you in dividends or increased services.

**Notification of Changes.** Notices will be mailed to the members, posted in the credit union and on the website [www.nyufcu.com](http://www.nyufcu.com), 30 days before any changes go into effect. Any changes in dividend rate will appear on your statement. Please read your statements for updates.

## **ELECTRONIC FUNDS TRANSFERS**

**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).**

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, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

Furthermore, electronic fund transfers that meet the definition of remittance transfer are governed by 12 C.F.R. part 1005, subpart B – Requirements for Remittance Transfers, and consequently, terms of this agreement may vary for those types of transactions. A “remittance transfer” is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transaction may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

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

**ATM Card.** If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, CO-OP networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent 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 ATM overdrafts are shown in the document the Credit Union uses to capture the member’s opt-in choice for overdraft protection and the Schedule of Fees and Charges.

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

- ❖ Make deposits to your share, share draft and, money market accounts.
- ❖ Withdraw funds from your share, share draft, and money market accounts.
- ❖ Transfer funds from your share, share draft, and money market accounts.
- ❖ Obtain balance information for your share, share draft, loan, and money market accounts.
- ❖ Make loan payments from your share, share draft, and money market accounts.
- ❖ Access your Overdraft Line of Credit accounts.

The following limitations on ATM Card transactions may apply:

- ❖ You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine unless the ATM has limit on the amount that it dispense.
- ❖ You are allowed six (6) aggregate number of PIN transactions per day.
- ❖ You can withdraw for free six (6) times per month from NYU Federal Credit Union ATMs and CO-OP ATM Network ATMs. For all other withdrawals, the credit union charges \$1.00 per transaction, which is added to the surcharge charged by the non NYU FCU ATM.
- ❖ See “transfer limitations” that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

**Mastercard Check Card.** If approved, you may use your card to purchase goods and services from 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 number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your Savings and Checking account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Rate Addendum, Truth in Savings Disclosures and Schedule of Fees and Charges.

For other types of transaction, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Mastercard, CO-OP networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Mastercard card without a PIN for certain transactions on the Mastercard CO-OP, and Fidelity networks. However, provision of this Agreement relating only to Mastercard debit transactions, such as additional limits on your liability and streamlined error resolution procedures, 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 or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Mastercard network.

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

- ❖ Withdraw funds from your share draft accounts.
- ❖ Obtain balance information for your share draft accounts.
- ❖ Access your Overdraft Line of Credit accounts.
- ❖ Make a point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.
- ❖ Online purchases from places that accept Mastercard.

The following limitations on Debit Card transactions may apply:

- ❖ There is no limit on the number of Debit Card purchases you make per day.
- ❖ Purchase amounts are limited to the amount in your account.
- ❖ You are allowed 10 aggregate POS transactions in any one (1) day.
- ❖ You may purchase up to a maximum of \$1,000.00 from POS terminals per day without prior notification.
- ❖ See "transfer limitations" that may apply to these transactions.

#### **Preauthorized EFTs.**

- ❖ **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your Savings/Checking account.
- ❖ **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking accounts.
- ❖ **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out

of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.

- ❖ **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.

**Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for something with a check you may authorize your check 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 to sent to you) that the transfer may be processed electronically or if you sign a written authorization.

**Online Banking.** If Online banking is activated for your account(s), you will be required to use secure login information to access the account(s).

At the present time, you may use Online banking to:

- ❖ Withdraw funds from your savings, checking, and money market accounts.
- ❖ Transfer funds from your share, share draft, and money market accounts.
- ❖ Obtain balance information for your share, share draft, loan, money market, club, and certificate accounts.
- ❖ Make loan payments from your share, share draft, and money market accounts.

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

The following limitations on Online Banking Transactions may apply:

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

**Transfer Limitations.** For all share 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 cancelled 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.** Mastercard 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.

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

**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 transaction 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.

**ATM Card Fees.**

- ❖ Six (6) ATM transactions per month are allowed free of charge.
- ❖ \$1.00 charge for any transactions (withdrawals, deposits, inquiries, transfers, and loan payments) after 6 per month.
- ❖ Replacement card fee of \$5.00 per card.
- ❖ Nonsufficient funds fee of \$25.00.

**Mastercard Check Card Fees.**

- ❖ \$1.00 charge for transactions (withdrawals, deposits, inquiries, transfers, and loan payments) after 6 per month.
- ❖ Replacement card fee of \$5.00 per card.
- ❖ Nonsufficient funds fee of \$25.00

**Preauthorized EFT Fees.**

- ❖ Nonsufficient funds fee of \$25.00

**Third Party Accounts.** If you link any of your accounts or services to a third party app or payment service (including but not limited to PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud as directed by you or anyone you authorize to the app or third party service provider such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third-party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.

**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 or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft). 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 or access code. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card or access code, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

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

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

(212) 995-3171 Monday - Friday from 9 a.m. - 4 p.m.

or write to:

New York University Federal Credit Union  
726 Broadway, Suite 110  
New York, NY 10003  
Fax: (212) 995-4582

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 or POS terminal, Debit Card transactions, audio response transactions (if available), preauthorized EFTs, electronic/PC transactions or Bill payments will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly and/or annually.

**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, POS terminal, or Debit 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 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 (212) 995-3171. This does not apply to transactions occurring outside the United States.



**Account Information Disclosure.** We may 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 For Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events.

- ❖ If, through no fault of ours, there is 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 where you are making the transfer does not have enough cash.
- ❖ If the ATM was not working properly and you knew about the problem when you started the transaction.
- ❖ If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- ❖ If the money in your account is subject to legal process or other claim.
- ❖ If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- ❖ If the error was caused by a system of any participating ATM network.
- ❖ If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- ❖ If the telephone or computer equipment you use to conduct audio response (if available) 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 mailed 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 mail notice to you at least 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) and Night Deposit Facilities.

- ❖ Be aware of your surroundings, particularly at night.
- ❖ Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- ❖ 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 or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- ❖ If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- ❖ If you are followed after making a transaction, go to the nearest public area where people are located.
- ❖ Do not write your personal identification number or code on your ATM Card.
- ❖ Report all crimes to law enforcement officials immediately.
- ❖ Please direct any comments or complaints regarding ATM security to the Credit Union or the New York State Department of Financial Services at (800) 342-3736.

**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:

(212) 995-3171

or write to:

New York University Federal Credit Union  
726 Broadway, Suite 110  
New York, NY 10003  
Fax: (212) 995-4582

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, 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.** Our business days are Monday through Friday, excluding holidays.

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

**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.

## PRIVACY POLICY

Important Information About the Personal Data NYU Federal Credit Union Collects, and How It Is Used. To assure the continued privacy and confidentiality of your personal financial information, NYU Federal Credit Union observes these practices and procedures.

**INFORMATION WE COLLECT.** We collect nonpublic information about you from some or all of the following sources: Information we receive from you on applications or other forms;

Information about your transactions with us, our affiliates, or others; and, Information we receive from a consumer reporting agency.

**INFORMATION WE DISCLOSE.** We do not disclose any nonpublic personal information about our members and former members to affiliates or non-affiliated third parties except as permitted by law.

**OUR SECURITY MEASURES.** We restrict access to nonpublic information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with Federal regulations to guard your nonpublic information. Page 1 of 2 New York University Federal Credit Union members and the public may receive copies of this notice of privacy practices by contacting the credit union. Credit Union members and the public may receive copies of this notice of privacy practices by contacting the credit union. This notification meets the notification requirements of the National Credit Union Administration regulation on privacy of consumer information, Part 716.

## REGULATION D

**Limitations on Withdrawals and Transfers from Savings Deposits.** The Federal Reserve Bank has determined that an account with activity exceeding six (6) transfers or withdrawals of a certain type per month constitutes a transactional account; i.e. share draft (checking) account. Therefore, in order to stay in compliance with the regulation, the number of Regulation D type transactions on our non-transaction account; i.e. share savings, clubs/special and money market accounts is limited to six (6) per month.

The chart below illustrates the types of transfer that will and will not trigger a Regulation D occurrence.

Unlimited Withdrawals permitted:	Unlimited Transfers permitted:	Limited to six transfers or withdrawals permitted per month when:
<ul style="list-style-type: none"> <li>❖ Made in person</li> <li>❖ Made by messenger</li> <li>❖ Requested by letter</li> <li>❖ Made at an ATM</li> <li>❖ Made by phone, fax or computer <b>if it is a check payable to the member and is mailed to the member</b></li> </ul>	<p>Made between accounts of the same member by:</p> <ul style="list-style-type: none"> <li>❖ Mail</li> <li>❖ Messenger</li> <li>❖ ATM</li> <li>❖ In person</li> </ul> <p>Made by the member to pay a loan the member has with the credit union</p>	<p>Made to a third party, if made by:</p> <ul style="list-style-type: none"> <li>❖ Phone</li> <li>❖ Fax</li> <li>❖ Computer</li> <li>❖ Check</li> <li>❖ Debit Card</li> <li>❖ ACH</li> <li>❖ Bill Payment</li> <li>❖ Automatic Transfers</li> </ul> <p>Made to another account of the members at the credit union if made by:</p> <ul style="list-style-type: none"> <li>❖ Phone</li> <li>❖ Fax</li> <li>❖ Computer</li> </ul> <p>Transferred to the member's other account(s) at the credit union, if made by:</p> <ul style="list-style-type: none"> <li>❖ Bill Payment</li> <li>❖ ACH</li> <li>❖ Automatic Transfers</li> </ul>

**What happens to my account if I continually exceed the transaction limitations?**

Regulation D requires that NYU FCU take steps to prevent excessive transactions in non-transactional accounts; excessive transactions are transfers or withdrawals in excess of the six transfer and withdrawal limitation. For members who continue to violate those limits after they have been contacted by NYU FCU, the Regulation requires that either the transaction be rejected and subject to a fee. Multiple occurrence of this may result in the account be closed if the transaction threshold is repeatedly surpassed.

This will also affect your share draft account, if you are counting on the funds to be transferred by share overdraft transfer. An overdraft transfer from shares to the share draft account will be assessed a fee per occurrence of \$10.00. After a total of six (6) Reg. D defined transactions, that automatic share overdraft transfer is NOT going to occur. At that point, if you have Courtesy Pay on your checking account, the item will be paid through that program, and you will be assessed a Courtesy Pay fee of \$25.00, even though you may have had sufficient funds in your savings account to cover the transaction. If you do not have Courtesy Pay on your checking account, the item will be returned as non-sufficient funds, and you will be assessed an NSF fee of \$25.00.

**How can you avoid these Reg D limitations?** If you do not have a share draft checking account, the credit union encourages you to set up an account. Set up all ACH debits/withdrawals to come out of your checking account, not your savings. Your checking account is a DEMAND deposit account, so it has no limitations on the number of withdrawals or transfers that can be made out of it.

Maintain a check register and balance your checking account often. This will help limit the number of share overdraft transfers from shares to checking to cover checks.

## SERVICE CHARGE SCHEDULE

REGULAR SHARE ACCOUNTS	
Savings Account with less than \$50 balance	\$5/month
Dormant Account (Must complete a transaction once every 12 months to avoid fee)	\$10/month
New Member (per member)	\$10
SHARE DRAFT ACCOUNT (CHECKING)	
Restart Checking Account	\$5/month
Stop Payment Orders and ACH	\$25
Insufficient Funds – ACH, check and debit transactions	\$25/item
Dormant Account (must complete a transaction once every 12 months to avoid fee)	\$10/month
Overdraft Protection transfer from savings or money market to checking account	\$5 each
Copy of Draft	\$2/copy
3 Temporary Checks/Counter Check	\$3/page



Check Printing	Variable
Courtesy Pay	\$25
DEBIT/ATM/CREDIT CARD	
ATM Transaction Charge- 6 Free per month; after 6 <sup>th</sup> transaction, \$1 per transaction	Free/\$1
ATM/Debit/Credit Card Replacement	\$10
Expedited ATM/Debit/Credit Card Replacement	\$25
<b>GENERAL MAINTENANCE</b>	
Paper Statement or Statement Copies	\$3/statement
Deposited Checks Returned	\$25
Stop Payment to a Check or ACH	\$25
Cashier's Check	\$5
Money Order	\$1
International Check Deposit	\$25/check
Bad Address with No Activity	\$10/return
Account Balance Verification (Official Letter)	\$20
Outgoing Domestic Wire (maximum \$500,000 per wire transfer)	\$25
Outgoing International Wire (maximum \$500,000 per wire transfer)	\$35
Incoming International Wire	\$10
Membership Closing (within first 6 months of opening)	\$25
Same Day ACH Loan Payment (from external bank)	\$5
One Time ACH Loan Payment (from external bank)	\$2
Money Market Account with daily balance below \$1,000	\$10/month
Holiday Club Account Withdrawal outside November, December, January	\$5
Dream Club Account Withdrawal earlier than term	\$5
Loan Application	\$25
Commercial Real Estate Loan	\$1,000
Mirco Business Loan Application	\$150
Copy of Promissory Note on Loan	\$25

IRA Account Closure before Age of 59 1/2	\$25
Research- Transaction investigation on statements older than 60 days (per hour-\$20 minimum) Costs for obtaining records from storage will be passed to member	\$20 minimum
Notary Public (free for NYU FCU Members)	\$2



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726 Broadway, Suite 110 | New York NY 10003 | (212) 995-3171 | [www.nyufcu.com](http://www.nyufcu.com)  
New York University Federal Credit Union is Federally Insured by the NCUA up to \$250,000