



1275 Lexington Avenue - Rochester, NY 14606
Lexfcu.org - 585-254-4543

MEMBERSHIP TERMS AND CONDTION OF YOUR ACCOUNT

This Agreement covers the rights and responsibilities concerning your Accounts and the rights and responsibilities of Lexington Avenue Federal Credit Union. In this Agreement, the words “you” and “yours” mean anyone who signs a Membership Enrollment Application or account change form. The words “Lexington,” “Credit Union,” “we,” “us,” and “our” mean Lexington Avenue Federal Credit Union. The word “account” means any one or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your Membership Signature Card. By signing a Membership Signature Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Membership Signature Card, Funds Availability Policy, Truth-in-Savings Account Disclosure , Rate and Fee Schedule, and any disclosures accompanying this Agreement, and the Credit Union’s Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

This Agreement is governed by the Bylaws of Lexington Avenue Federal Credit Union, 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.

We are a federally chartered credit union that is regulated by the National Credit Union Administration and insured by the National Credit Union Share Insurance Fund (NCUSIF), which is backed by the full faith and credit of the United States government. Deposits are insured up to at least \$250,000 per individual depositor.

Membership Eligibility

To be eligible for membership at Lexington Avenue Federal Credit Union (Lexington) you must be an individual qualifying within Lexington’s field of membership and must satisfy the membership qualifications as required by Lexington’s Bylaws. You authorize us to verify financial information, and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer-reporting agency to verify your eligibility for any accounts and services we offer or you request. You specifically authorize and acknowledge that we may also use any credit reports or credit scores we obtain to determine your eligibility for accounts, products or services we may offer you or for which you may qualify. Members with an unacceptable credit record or history of “account abuse” shall not be eligible to open or maintain an account. The USA Patriot Act requires us to maintain records of the identification verification. When we open an account, we will ask your name, address, date of birth and other information that will allow us to identity you. Confidentiality of the information maintained by Lexington will be protected as required under our Privacy Policy.

Taxpayer Identification Number and Back-up Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Individual Accounts

An individual account is an account owned by one depositor that qualified for membership at Lexington. 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, subject to other provision of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

Joint Accounts

An account owned by two or more persons is a joint account.

- **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. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

- **Rights of Joint Account Owners**

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

- **Joint Account Owner Liability**

If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to Lexington for the amount of the returned item, overdraft or unpaid amount and any charges, regardless of who created the overdraft, deposit or cashed the item or benefited from the transaction. If any account owner is indebted to Lexington, we may enforce its rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds to the joint account.

Payable on Death (POD) Beneficiaries

A POD designation is an instruction to Lexington that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD beneficiary designated on your Membership Signature Card. After the death of the last account owner, accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries without right of survivorship. Any POD beneficiary designation shall not apply to Individual Retirement Account (IRA) which shall be governed by a separate beneficiary designation. Lexington shall at no time have any obligation to notify any beneficiary of the existence of any account or 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, Lexington reserves the right to require the minor account owner to have a joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to Lexington 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 unless otherwise indicated on the Membership Signature Card. Lexington may make payments of funds directly to the minor without regard to his or her minority. Lexington has no duty to inquire about the use or purpose of any transaction by the minor or joint account owner. Unless a parent or guardian is an account owner, the parent or guardian shall not have any account access rights. The minor account owner's tax identification number must be shown on the Membership Signature Card. Lexington shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing.

- **Uniform Transfers to Minors Account**

An account established as an Uniform Transfers to Minors Account (UTMA) is an individual custodial account established by a member as a custodian on behalf of a minor (a person under eighteen (18) years of age or as otherwise indicated by applicable law). The custodian shall open the minor's account in the name of the minor, include the minor's social security number, and must sign his or her own name on the Membership Signature Card. The minor must be in Lexington's field of membership. The custodian shall control and transact on the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. Automatic Clearing House (ACH) withdrawals are prohibited from UTMA accounts. Lexington will not be responsible for or inquire about the custodian's transactions on behalf of the minor. If a custodian resigns and appoints a successor custodian, Lexington will require the parties to sign a Membership Signature Card to reflect the change of authority. In the event of the custodian's death, Lexington may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.

Agency Designation on an Account

An agency designation, including but not limited to an agent appointed on forms we provide or a Representative Payee, on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

An attorney-in-fact under a power of attorney may also be authorized to make transactions as agent for any account owner. The power of attorney documents should address the powers of the attorney-in-fact and we may request any documents we need to determine whether any attorney-in-fact has been provided the appropriate authorization.

Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Truth in Savings Account Disclosure. All accounts are non-assignable and non-negotiable to third parties.

You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the

Credit Union for all losses the Credit Union incurs in connection with the substitute check or item.

The Credit Union shall not be responsible for deposits made by mail or night drop before or after business hours 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.

You authorize the Credit Union, in its discretion, to accept transfers, checks 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 will not accept any check payable to someone other than the account owner(s). No third-party checks will be negotiated. Endorsements must be placed in the space on the back of the check between the top edge and 1-1/2 inches from the top edge. The Credit Union may accept checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

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

Direct Deposit -Lexington offers 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 Lexington. Lexington reserves the right to require you to authorize any direct deposits to your accounts in writing. If you wish to cancel or change the direct deposit you must notify the issuer of the direct deposit or direct deposit transfer option, you must give Lexington at least thirty (30) days prior notice in writing. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying direct deposits. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits (including but not limited to Social Security). If Lexington is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree that we may deduct the amount returned from any of your accounts, unless prohibited by law.

All items or Automated Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final settlement. If final settlement 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 we may incur a fee to collect any item, we may charge such fee to your account. Lexington reserves the right to refuse or to return any or all items or fund transfers. Lexington shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to Lexington unpaid, regardless of whether the amount of the item has been available for your use.

Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received night depositories or drop box, will be credited on the day funds are removed and processed by the Credit Union and are subject to adjustment based on our verification of the items deposited. Items drawn from

an institution located outside the United States will not be accepted. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

Account Access

In order to access any account, the Credit Union must have an authorized signature of yours on a Membership Signature Card. 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 we believe in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours, unless you have provided a proper stop payment order in accordance with this Agreement. If you give your account number or account information 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 may withdraw or transfer funds from your accounts in any manner we permit (i.e. ATM/debit card, in person, by mail, automatic transfer, online banking or telephone, as applicable.) We may return as unpaid any check drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney and may refuse to accept a power of attorney for reasonable cause. You agree that we may require any attorney-in-fact to sign an acknowledgment affidavit stating that the power of attorney is in full force and effective.

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

ACH & Wire Transfers

If offered, you may initiate or receive credits or debits to your account via wire transfer or Automated Clearing House (ACH) transfer. You agree that if you receive funds by a wire or ACH transfer, Lexington is not required to notify you at the time the funds are received. Instead, the transfer will be shown on a periodic statement. You may contact us to determine whether a payment has been received. Electronic direct deposits made by ACH transfer will be made available for withdrawal by the settlement date the deposited funds were received. You agree that if Lexington does not receive final settlement for a transfer, we will reverse the provisional credit to your account, or you will repay the amount to Lexington. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. Other information may be requested in order to send any wired funds. Lexington and other institutions may rely solely on the account or other identifying number you give as the proper identification number, even if it identifies a 3rd party or institution. We are not liable for errors, delays, interruptions, or transmission failures caused by 3rd parties or circumstances beyond our control including mechanical, electronic or equipment failure. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A, and if the transfer is cleared through the Federal Reserve, those are governed by the Federal Reserve's Regulation J. ACH transactions are governed by the rules of the National Automated Clearing House Association. You agree that the authorized transfer to or from your account will comply with all applicable federal and state laws or regulations including Office of Foreign Assets Control (OFAC) regulations. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations and amendments; however, if received after a cut-off time, may be treated as having been received on the next business day. Information regarding cut-off times is available upon request. We may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction.

We may refuse requests to amend or cancel a payment order that we believe will expose Lexington to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold Lexington harmless from and indemnify Lexington for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you explicitly agree that our security procedures are commercially reasonable. If you feel there was an error with an Electronic Funds Transfer, (EFT), we request you notify the 3rd party first to rectify prior to the Credit Union taking action on the EFT.

In case of errors or questions about your EFT transaction – Call or write us at Lexington Avenue Federal Credit Union, 1275 Lexington Avenue, Rochester, NY 14606, (800)309-6470 as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or receipt. We must hear from you no later than 60 days after the first statement on which the problem or error appeared was sent to you

- Tell us your name and account number
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information
- Tell us the dollar amount of the suspected error
- Give us the receipt, if applicable (ATM transactions).

We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error so that you have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not re-credit your account. If we determine that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. If we have provisionally re-credited your account during the investigation and determine that there was no error, we will notify you of the date on which we will re-debit your account and the amount to be re-debited. You should make certain that your account contains sufficient funds to cover this debt. If an overdraft occurs during this period, we have the right to collect the amount from you. If this happens, your right to participate in the specific Program under which the debit was made will be suspended, and you will not be considered for reinstatement until you pay for all such debits.

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 on the applicable Rate Schedule. 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 Schedules has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedules from time to time and you will be notified of such changes as required by law.

Current Balance and Available Balance

Your checking account has two kinds of balances: the "Current Balance" and the "Available Balance." Many of the transactions that affect these balances are beyond the Credit Union's control as they are requirements of the payment networks that your transactions are processed through via the merchants with whom you choose to do business. The method in which you use your debit card, PIN-Based or Signature-based, may also affect the amount and length of any authorization hold. Also, we may place holds on various deposits as explained in the Funds Availability Policy. As a result, your account records may show a difference in your Current Balance and Available Balance. You can check your Current Balance and Available Balance at an ATM, by phone, online, or at a branch.

To determine whether a transaction will exceed the available balance in your account (resulting in an overdraft),

Lexington reviews the available balance at the time the transaction is posted to your account (not when the transaction was authorized). This is important as certain transactions, including Signature-based Debit Card transactions, may be authorized for payment (via an authorization hold); however, those transactions may still result in an overdraft if the transaction exceeds the account's available balance when the transaction posts to the account.

PIN-Based Debit card Transactions - These are transactions where you use your debit card and enter your PIN number at the time of the sale. We pay these transactions as they are transmitted to us. Most are transmitted immediately; others may be delayed for one or more days.

Signature-Based Debit Card Transactions - These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for (or otherwise conduct) the purchase. In these situations, the merchant may seek prior authorization for the transaction. When that happens, a temporary hold may be placed against the available funds in your account. We refer to this temporary hold as an "authorization hold", and the amount of the authorization hold will be subtracted from your Available Balance. Authorizations are deducted from your Available Balance (but not your Current Balance) as they are received by the Credit Union throughout each day. At some point after you conduct the transaction, it is processed by the merchant and submitted to the Credit Union for posting to your account. This may happen sometimes hours or days after you conduct the transaction depending on the merchant and its processing company. These payment requests are presented in real time throughout the day and are posted to your account as they are received. Please note, the amount of the authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted.

Lexington has authorized a transaction and is therefore obligated to pay the transaction when posted regardless of available balance.

- **Current Balance**

The Current Balance is the total amount of funds in your account(s). It reflects payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. It may also reflect the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you. Thus, while the term "Current" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds (including authorization holds) for purchase transactions, payments and fees that have not yet posted will not appear in your Current Balance.

- **Available Balance**

The Available Balance takes into account items such as holds placed on deposits and pending transactions (such as signature-based debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. The Available Balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In addition, your Available Balance may not reflect all of your debit card transactions. You should only make transactions against the Available Balance, as these are the only funds you may access for transactions.

- **Available Balance at Posting; Additional Information**

As indicated above, for overdraft purposes, Lexington determines whether or not a transaction will exceed the account's available balance by reviewing the available balance at the time of posting when the merchant submits

the transaction to Lexington for payment (and not when the transaction was authorized). While Lexington may review the available balance at the time of authorization to determine whether to pay a transaction and Lexington may place an authorization hold on funds, Lexington determines whether or not an overdraft will occur (and whether an overdraft fee will be charged) by reviewing the available balance at the time the transaction is posted to the account.

It is very important to understand that you may still overdraft your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and bill payments that you have authorized, or other outstanding transactions that have not been authorized or paid from your account.

In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains the Credit Union's prior authorization but does not submit a debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), the Credit Union must release the authorization hold on the transaction. If the authorization hold is released, then your available balance will not reflect this pending transaction until it is presented to Lexington for payment and posted to your account.

Debit card transactions can be recurring or nonrecurring. Recurring transactions are where you use your debit card to set up a recurring monthly or periodic payment, such as a gym membership or insurance payment. Nonrecurring transactions are one-time or everyday transactions that are authorized each time you use your debit card. Using your debit card at a restaurant or a grocery store are examples of one-time or everyday (nonrecurring) debit card transactions.

Transaction Limitations

The Credit Union will permit a withdrawal only if the available balance in your account is sufficient to cover the full amount of the withdrawal or you have an established optional overdraft protection privilege. Checks or other transfer or payment orders, which exceed the available balance in your account, will be subject to a fee, set forth in the Fee Schedule. If the available balance is sufficient to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals. You agree that the Credit Union may charge an Insufficient Funds Fee for returning items presented against your account that would exceed your available balance. You further agree the Credit Union may charge an Insufficient Funds Fee each time an item is presented for payment even if the same item is presented for payment multiple times. If the second and any subsequent presentments are returned unpaid, we may charge an Insufficient Funds Fee for each time we return the item. You understand this means you could be charged multiple Insufficient Funds Fees for one check that you wrote as that check could be presented (including as an ACH debit) and returned more than once. Similarly, if you authorize a merchant (or other individual or entity) to electronically debit your account, such as an ACH debit, you understand there could be multiple submissions of the electronic request which could result in multiple Insufficient Funds Fees. You agree that the Credit Union does not determine whether and when an item will be presented for payment. Rather, the Credit Union determines whether or not the available balance is sufficient to pay a presented item.

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, within a reasonable time, 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 of seven (7) to 60 days, as required by law, before such withdrawal.

- ATM withdrawal limit – there is a daily limit of \$500.00 cash withdraw.
- POS/Debit card purchase limit – there is a daily purchase limit of \$1000.00

Statutory lien or garnishment of your account(s) – Under the Federal Credit Union Act (12 U.S.C. Section 1757 (11), the Credit Union has the right to impress and enforce a statutory lien again your shares and dividends in the event of your failure to satisfy a financial obligation to the Credit Union. The Credit Union may enforce that right by applying the balance of shares and dividends in your account(s) at the time of that default in order to satisfy your obligation. We may exercise this right without further notice to you. However, shares that you have in any account that would lose special tax treatment under any law, if subject to this interest, are excluded from this interest.

The Credit Union may use the account to pay the debt even if withdraw results in any interest penalty or dishonor of subsequent drafts and withdrawals.

Any garnishment, levy or execution against the account is subject to the Credit Union's statutory lien. If garnishment, levy or execution is brought upon the account, the Credit Union may refuse to allow any withdrawals until the dispute is resolved. In such a case, the Credit Union will not be liable to the member, even if paying the money to the third party leaves insufficient funds to cover outstanding drafts or withdrawals. All expenses in responding to a court order are chargeable to the member.

The Credit Union has the right to charge fees in connection with its services. These fees may change from time to time. The current fee schedule is available, and the member will receive written notice of any changes.

Order of Payments

Checks, drafts, items and other transactions are processed in the order that we receive them. The order in which we process drafts, checks and items and execute other transactions on your account may affect the total amount of overdraft and insufficient funds fees that may be charged to your account. There are many ways transactions are presented for payment by merchants and we are not necessarily in control of when transactions are received. We may receive multiple deposit or withdrawal transactions on your account in many different forms throughout each business day. This means you may be charged more than one fee if multiple transactions overdraw (or attempt to overdraw) your account. You agree we may charge an Insufficient Funds fee each time an item is presented for payment even if the same item is presented for payment multiple times. Please contact us if you have questions about how we pay drafts and checks and process transfers and withdrawals.

Overdrafts

- **Payment of Overdrafts**

If, on any day, the available balance in your account is insufficient to pay the full amount of a check, transaction or other item posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. We do not have to notify you if the available balance in your account is insufficient to pay a check, transaction or item. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the check, transaction, or item. For ATM and one-time debit card transactions, you must opt-in to Enhanced Courtesy Pay privileges in order for the transaction amount to be covered. 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 Fee Schedule. Except as otherwise agreed in writing, if we exercise our right to

use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your optional overdraft protection privileges.

Accounts with an Overdraft Protection/Line of Credit are protected separately, as disclosed in the Loan Agreement and Disclosure. For accounts without an Overdraft Line of Credit, if the available balance is insufficient to pay the withdrawal, a transfer will be made from your available balance in your Primary Savings account for a minimum of \$100.00 or whatever amount necessary to pay the withdrawal and a transfer fee as set forth in the current Fee Schedule. However, no transfer from the savings account will be made if the transfer would leave less than minimum balance in your savings account.

If the available balance in your checking account, under this Agreement, is insufficient to pay the entire withdrawal we will look to see if funds are available in your Overdraft Protection/Line of Credit (if you have this service). If funds are not available in your Line of Credit, or you do not have one, a transfer may be made from your primary savings account, if prior authorization is set up, and with applicable fee. If the available balance in your primary savings account is insufficient and you are eligible for the Courtesy Pay service, the transaction may be covered under the Courtesy Pay program.

Primary savings account is not subject to overdraft protection or Courtesy Pay.

- **Courtesy Pay & Enhanced Courtesy Pay**

Courtesy Pay is a discretionary overdraft protection offered to members in good standing as defined by Lexington. This non-contractual service represents a purely discretionary courtesy or privilege that Lexington may provide to its account owners from time to time, and which may be withdrawn or withheld by Lexington at any time without prior notice, reason or cause.

Courtesy Pay is not a loan and is only intended as short-term coverage for unanticipated, occasional overdraft situations on your account. Lexington is not obligated to pay any item(s) presented for payment if a checking account does not contain sufficient collected funds (as determined by a review of the available balance in the account). With Courtesy Pay, Lexington may pay items including checks and ACH/Pre-authorized drafts and/or electronic transactions presented for payment that exceed the available balance in your checking account. Lexington may pay such items up to a limit as determined by Lexington, based on you been a member in good standing, your checking account has been opened for at least 60 days, you have direct deposit of your paycheck or payroll deposit to your checking account within in the past 35 days, and if you have a loan with the credit union the payment cannot be more than 60 days delinquent. The maximum Courtesy Pay limit on your account will be lesser of \$500 or the largest Direct Deposit in the past 35 days. Any and all applicable Overdraft Courtesy Pay fees, may be included in the overdraft limit as stated in this section. You are not charged for using Courtesy Pay unless an item is presented that exceeds the account's available balance. Whether we pay or return an item, your account may be assessed a fee, either as a Courtesy Pay fee or an Insufficient Funds fee as per Lexington Fee Schedule

Enhanced Courtesy Pay is for debit and atm transactions. You must "Opt In" for this courtesy pay option. We strongly recommend that you first check your available balance before making an ATM withdrawal or debit card purchase. Should you conduct any transaction using your debit card that will overdraw your account, Lexington may honor that request by using our Enhanced Courtesy Pay. The total of the (negative) balance, including any and all fees and charges, is due and payable upon demand. You will continue to be liable, jointly and severally, for all such amounts. It is anticipated that you will make a deposit immediately to cover an overdrawn

balance. If your account remains in an overdraft status, we may suspend the payment of items that exceed the account's available balance until your account is once again in good standing. If your account remains in a negative balance for an extended period of time, this may result in a closed account status.

OPT OUT – Courtesy Pay - If you wish not to have Lexington use Courtesy Pay on your checking account you must sign our "Opt Out" form or request it in writing.

- **Credit Union Options and Your Overdraft Liability**

Lexington's Courtesy Pay service does not constitute an actual or implied agreement between you and the Credit Union. Nor does it constitute an actual or implied obligation of or by the Credit Union. This represents a discretionary courtesy or privilege that the Credit Union may provide from time to time, and which may be withdrawn or withheld by us at any time with out prior notice or reason or cause. The Credit Union reserves the right to pay or return any non-sufficient funds items.

Payment of Checks

You agree not to issue any check or draft that is postdated. We may pay a check on whatever day it is presented for payment notwithstanding the date appearing on the check. We may pay checks presented on the same day in any order, which could result in more checks being unpaid in presented in a different order. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date. However, we have no obligation or liability to you if we do so.

Paid checks will not be returned to you. We will make photocopies available to you of specific paid check upon request. A fee may be associated with each item requested.

- **Stop Payment Orders**

- **Stop Payment Request on Checks/Share Draft**

You may stop payment on a check drawn on your account. You must inform the Credit Union of the member account number and at least the check number. An oral stop is effective for only fourteen (14) days and must be followed up with a written notice that is effective for six (6) months. If you do not confirm the order in writing within that time, it will cease to be effective. We are not required to notify you when a stop payment order expires. Fees for stop payment request are in our Fee Schedule

While payment of the item may be stopped, you may remain liable to any person, including Lexington, who is a holder of the item despite the stop payment order. You agree to indemnify and hold Lexington harmless from all costs, including attorney fees, damages or claims related to Lexington's action in refusing payment of an item, including any claims of any joint account owner, payee or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

- **Stop Payment- Teller's Check**

Payment on any teller's check or any other check, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. Contact the branch for more information.

In Person presented check/draft

Lexington may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. You agree that we may charge a fee to any person or entity presenting a check drawn on your account for cashing.

Name or Address Changes

It is your responsibility to notify the Credit Union of a change of address (including email address) or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of change of address and any other notice from you to the Credit Union only if provided in writing, in person, through online banking or by notice of forwarding address from the U.S. Post Office. If the Credit Union attempts to locate you, the Credit Union may assess a fee as per the Fee Schedule.

Statements

The Credit Union will mail statements quarterly for share savings only or monthly if other products are added, (checking and or loans) If e-statements are requested via online banking, you will receive notification by email that your statement is available to view through online banking platform. The member is expected to examine the statements carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately, as the statement is considered correct unless the Credit Union is notified within sixty (60) days of the member receiving the statement of any errors.

If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

Inactive Accounts

If you have not made any transactions over a period of a year, 365 days, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as stated in the Fee Schedule for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

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:

- there is a change in owners or authorized signers;
- there has been a forgery or fraud reported or committed involving your account;
- there is a dispute as to the ownership of the funds in the account;
- any account checks are lost or stolen;
- there are excessive returned unpaid items not covered by optional overdraft protection privileges;
- there has been any misrepresentation or any other abuse of your accounts; or
- you fail to satisfy any of the terms and conditions of the account or Credit Union Bylaws and policies.
- if you maintained a zero balance for an extended period of time.

You may terminate your account at any time by notifying the Credit Union in writing. We reserve the right to require the consent of all owners to terminate a joint account. 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 after termination, you agree to reimburse the Credit Union for the payment. You may be denied services or expelled from membership for any reason allowed by applicable law, for causing a loss to the Credit Union, which includes but is not limited to causing the Credit Union to suffer an actual or potential loss intentionally or otherwise perpetrating real or potential fraud on the Credit Union; or excessive expense, causing damage to the Credit Union and its property, or engaging in any abusive or threatening conduct to the Credit Union, employees or members.

Funds Availability

Our policy is to generally make funds from your deposits available immediately. At the time, you can withdraw the funds, or we will use the funds for transactions. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any problems involving your deposit. For determining the availability of your deposit every day is a business day except Saturday, Sunday, and Federal holidays.

In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check, funds may not be available until 6 days after deposit. However, the first \$225 of your deposit will be available immediately. If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we received your deposit.

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

- we believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5525 on any one day.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

Special Rules for New Accounts

For the first thirty days your account is open, local and non-local deposited checks will be held for seven (7) days. Rules on other types of checks in accordance with Regulation CC.

Death of Account Owner

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 an account owner's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased account owner for a period of ten (10) days unless the Credit Union receives instructions from beneficiary or legal executor of the estate of the account to stop payment on the checks or other items.

Unlawful Activities

The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law, or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from your illegal use of your account and/or access devices.

Evidence and conflicts

In the event that any section 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.

Monitoring Phone Calls

In the regular course of our business, we may monitor, and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. Recorded conversations and communications are used for quality control, fraud prevention, and training purposes. For payment authorizations you provide by telephone, we may require you confirm such instructions in writing.

Consent to Call and Text

By providing us your telephone number, including any wireless telephone number, you agree that we and our agents may contact you by telephone or text message in order to service your account or collect any amounts owed to us.

Credit Union Lien and Security Interest

Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal law gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. 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 a 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 fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable.

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

Account Information

Upon request, we will give you the name and address of each consumer reporting agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: it is necessary to complete a transaction; the third party seeks to verify the existence or condition of your account in accordance with applicable law; such disclosure complies with the law or a government agency or court order; such disclosure is consistent with our Privacy Notice; or you give us written permission.

Negative Information Notices

We may report information about your loan or share accounts to credit bureaus. Late payments and missed payments or other defaults on your accounts may be reflected in your credit report.

Member Conduct Policy

This policy protects Lexington's members, visitors, employees and property from individuals who are or may be threatening or abusive. The policy speaks to ensure that all parties' rights are protected. Unacceptable member conduct or behavior may include but is not limited to:

- Abusive, vulgar or intimidating language
- Threats, intimidation or acts of violence
- Harassment of any type, including sexual harassment
- Potential damage or damage to Lexington's property or systems
- Unlawful acts
- Other abusive or disruptive behavior
- Injury or threatened injury to any member, visitor or employee
- Possession, sale, use or being under the influence of an unlawful or unauthorized substance while on Lexington's property

Violation of the above policy could result in but not limited to closure of your account.

- Or any other action deemed necessary that is not expressly precluded by the Federal Credit Union Act, the National Credit Union Administration and New York State's Workplace Violence Protection Law

TRUTH IN SAVINGS DISCLOSURE

SHARE ACCOUNTS

Regular Share – Savings-This is a variable rate account. Minimum balance is \$5.00. A minimum balance of \$200 must be maintained to earn dividends.

Money Market – This is a variable, tiered rate account. Minimum balance to open account is \$5.00. Minimum to earn dividends is \$1000.00. If you maintain a balance in your money market account from \$1000.000 to \$1500.00 you will obtain the disclosed tier 1 annual percentage yield. If you maintain a balance of \$15,000.00 or higher, you will obtain the disclosed tier 2 annual percentage yield. Once a particular range is met, the dividend rate and annual percentage yield will apply to the full balance in your account.

Club Accounts – This is a variable rate account. Minimum balance is \$5.00.

- Christmas/Holiday club account is paid out November 30th each year.

The dividend rate and annual percentage yield on share accounts may change every month as determined by the Board of Directors.

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

Dividends will begin to accrue on the business day of your deposit.

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

Share Draft – Checking Accounts – There is no dividends paid on this account type. There is no minimum balance.

- Fees – An insufficient funds fee will be charged for each item returned for insufficient funds. Additional fees may apply. Refer to fee Schedule.
 - Courtesy Pay - The Credit Union will, at its sole discretion, overdraw an account when a member presents for payment a check, pre-authorized ACH, debit or ATM card transaction without sufficient funds in the member's checking account. If you meet the following criteria, we may approve your reasonable overdrafts as a non-contractual courtesy. 1. You must be a member in good standing (defined as someone who has not caused the credit union a loss). 2. Your checking account must be open for more than 60 days. 3. If you have a loan with us, you cannot be more than 60 days late with your payment. 4. You must have a direct deposit in your checking account within the last 35 days. Accounts are subject to a Courtesy Pay limit of \$500. The Credit Union reserves the right to pay or return any non-sufficient item. Whether we pay or return an item, your account may be assessed a Courtesy Pay or Non-Sufficient funds fee. See Fee Schedule. We may refuse to pay an overdraft for you at any time, even though we have previously paid overdrafts for you and even though this Courtesy Pay program exists. We have no obligation to notify you before we pay or return any items.

Term Accounts – Share Certificates- This is a fixed rate account. Minimum balance to open is \$500.00. The dividend rate and annual percentage yield are disclosed on the available rate sheet. This rate is determined by the Credit Union Board of Directors. You will be paid this rate until maturity. A withdrawal will reduce earnings. Dividends will be compounded daily and credited monthly. Dividends will begin to accrue on the business day of your deposit. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

- Transaction limitation- You may not make deposits into your account before maturity. You may not make any withdrawals of principal from your account before maturity unless withdrawal is because of the death of any owner, withdrawal is after the close of the dividend period in which the owner(s) membership was terminated under Article II, Section 5 of the bylaws; withdrawal is a result of the voluntary or involuntary liquidation of the Credit Union; the account is part of a qualified individual retirement, with distribution of funds upon the participant's disability or attainment of not less than 59 ½ years of age. We may impose a penalty if we grant your withdrawal request. You may make withdrawal of dividends from your account before maturity.
- Maturity Date – You will receive a notice of certificate maturity a minimum of 10 days in advance of the maturity date. If your instructions for renewal are not received by the Credit Union prior to the maturity date, the balance will automatically be re-deposited for the same term at the prevailing rate. You may withdraw the deposited shares without penalty for 10 calendar days after the maturity date.
- Early Withdrawal Penalties – If circumstances arise necessitating early withdrawal, penalties may be imposed. If the term of the certificate is less than 12 months, then the forfeiture of the dividends is the smaller of the following amount: Dividends earned since the date of issuance or renewal or 90 days dividends. If the term is 12 months or greater then the smaller of the following amount: Dividends earned since the date of issuance or renewal or 180 days dividends.

PRIVACY POLICY

This is Lexington Avenue Federal Credit Union's privacy notice for its members. When we use the words "you" and "your" we mean the following types of members: All of our consumer members who have a continuing relationship with us, such as:

- Deposit account
- Loan account
- Self-directed Individual Retirement Account where we act as custodian or trustee.

We will tell you the sources for non-public personal information we collect on our members. We will tell you what measures we take to secure that information. We first define some terms: We, our and us means Lexington Avenue Federal Credit Union Non-public personal information means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available for public sources, such as telephone directories or government records. An affiliate is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership but means owning enough to have control.

We collect non-public personal information about you from the following sources: • Information we receive from you on applications or other forms • Information about your transactions with us • Information about your transactions with nonaffiliated third parties • Information from a consumer reporting agency We do not discuss any non-public information about you to anyone, excepts as authorized by law.

We restrict access to non-public personal information about you to employees who need to know that information to provide products, electronic, and procedural safeguards that comply with federal standards to guard your non-public information.

Since we value our member relationship with you, we will not disclose your non-public personal information to nonaffiliated third parties, except as permitted by law.

We do not disclose non-public personal information about former members.

ARBITRATION AND WAIVER OF CLASS ACTION

You and Lexington agree we will attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services Lexington provided, will provide or has offered to provide to you, and/or any aspect of your relationship with Lexington (hereafter referred to as the 'Claims'). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ('Arbitration Agreement'), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ('AAA') in accordance with its applicable rules and procedures for consumer disputes ('Rules'), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT

OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

Selection of Arbitrator

The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

Effective Date

This Arbitration Agreement is effective upon the 31st day after we provide it to you ('Effective Date') unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below. If you receive your statements by mail, then the Arbitration Agreement was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent the notice electronically.

Arbitration Proceedings

The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The credit union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the credit union prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Agreement shall prevent either you or the credit union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

Class Action Waiver

ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

Severability

In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

Right to Opt-Out

You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the Credit Union. To opt out, you must notify the credit union in writing of your intent to do so within 30 days after the Effective Date. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is received by the credit union in writing at Lexington Avenue Federal Credit Union , 1275 Lexington Avenue, Rochester, NY 14606 within such 30-day time period. Your notice of intent to opt out can be a letter that is signed by you that states “I elect to opt out of the Arbitration Agreement” or any words to that effect.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA’s website, adr.org, OR call AAA at 800.778.7879.