

# Member Service Agreement

Terms & Conditions  
Truth in Savings  
Funds Availability  
Electronic Funds Transfer Disclosure  
VISA® Debit Card Agreement  
Overdraft Protection Disclosure  
Arbitration Agreement



[www.servucu.com](http://www.servucu.com)

1-800-443-0663

Please note that your Member Service Agreement contains a binding Arbitration provision. It provides that any dispute may be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to a jury, and the right to participate in a Class Action or similar proceeding. In Arbitration, a dispute is resolved by an Arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. You have the right to opt out of this agreement within THIRTY (30) days of this notice as provided for in the Arbitration Agreement. See the last page of this document titled "Arbitration Agreement" for details

# Credit Union Account Agreement

## TERMS & CONDITIONS:

This agreement acknowledges that you agree to the terms and conditions of your accounts and services as indicated in this account agreement and other related documents. You agree that no financial product or service may be used in any manner that is illegal under federal, state or local law and such use would constitute breach of contract and may result in termination of services. Further, you agree to indemnify, hold harmless and reimburse the Credit Union for any claim or expense that it may incur as a result. Terms and conditions are subject to change. Notice of change may be made by statement or letter to the primary member.

## GENERAL INFORMATION:

### Insurance and Compliance

Accounts are federally insured up to \$250,000 by the National Share Insurance Fund and are maintained in strict compliance with federal regulations governing account operation.

### Membership Eligibility

Membership is possible if you live, work, worship, regularly conduct business in or attend school in one of the following 17 counties: Allegany, Cattaraugus, Chemung, Genesee, Livingston, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wyoming, or Yates Counties, New York or Bradford, McKean, Potter, or Tioga Counties, Pennsylvania. Additionally, if you are immediate family (spouse, child, grandchild, grandparent, sibling) or household member to an existing member or someone in the field of membership, if you are the spouse of a deceased person who was in field of membership at the time of their passing, if you are an employee of ServU, if you retired from a business in our field of membership or if you serve as a volunteer for an organized group in our field of membership

### Identification

Proper Identification will be required to transact business on an account. Acceptable forms include: driver's license, sheriff's ID, other photo ID, passport.

### Direct Deposit/Payroll Deduction

May be received from your employer, any government payer, retirement or pension fund.

### Dividends

The dividend rate and corresponding annual percentage yield is set by the Board of Directors and is subject to change at each dividend period. Dividends are calculated by the average daily balance method, compounded and added to accounts on a quarterly basis. Dividends begin to accrue on all deposits on the business day that a deposit is received. If you close an account before accrued dividends are paid, accrued dividends will not be received.

## DEPOSIT ACCOUNT AGREEMENT:

The following agreement in accordance with applicable Federal and State rules/regulations, govern all account transactions with the Credit Union. By signing the membership card you agree to be bound by these rules.

## GENERAL RULES:

### Minimum Balance Requirements to Open Accounts

At least one (1) \$5.00 deposit is required to open and maintain a share savings account. If an account falls below the \$5.00 minimum balance and remains below for a one-month period the account may be closed by the Credit Union.

### Deposits

Deposits (other than certificates) may be made in person, by mail, by electronic deposit, or by other means that the Credit Union may permit. Deposits may be subject to holds according to the Expedited Funds Availability Act. The Credit Union will not be considered to have received deposits sent by mail until actual delivery.

Any cash deposit will be credited to your account in accordance with this Agreement. Other items deposited will be handled in accordance with regular collection practices as described below. If any deposit item is returned unpaid, a debit will be made to this account or any account owned either jointly or singly by the depositor. Funds may not be available for withdrawal until final settlement is received. Items deposited on Saturdays, Sundays, and Holidays or after cut-off hour on business days (as posted) will be credited to your account on the next business day. The Credit Union has the right to refuse, limit or return a deposit. ATM deposits are subject to separate ATM agreement disclosures.

## Collection of Deposit Items

In receiving items for deposit or collection the Credit Union agrees to act as the agent of the depositor and assumes no responsibility beyond the exercise of ordinary care and is not responsible for losses that occur. All items are credited subject to final settlement. The Credit Union shall have the right to forward items to correspondents including all Federal Reserve Banks, and shall not be liable except for its own negligence. The Credit Union is authorized by you to handle such items in accordance with the provisions of Regulation J (12 CFR Part 210), as revised or amended by the Federal Reserve Board and Electronic Payments Network. If provisional credit is granted before final settlement on any deposit item and final settlement is not made, the credit will be reversed. The Credit Union may charge back any deposited item at any time before final settlement for any reason. The Credit Union is not responsible for any damages or dishonor resulting from any exercise of these rights.

## Uncollected Deposits

If a check which was deposited or cashed was drawn on another institution and the other institution returns the check to the Credit Union unpaid, the following procedures will be followed:

1. Checks returned the first time.
  - You will be charged a Return Item Fee as described on the fee schedule.
  - If the check was deposited at a POB or ATM not owned by the Credit Union, you may be charged a fee equal to the amount charged to the Credit Union by the POB or ATM owner.
  - The amount of the check will be taken from the account of deposit or any other account that you may own either singly or jointly.
  - In the case of insufficient funds when funds are not available in an account of the depositor the item will be redeposited.
2. Checks returned a second time.
  - You will be charged a second Return Item Fee as described in the fee schedule.
  - The amount of the check will be taken from the account to which it was deposited, if sufficient funds are available. If sufficient funds are not available or if the check was cashed, the amount of the check will be taken from your share savings account or any other account that you may have, either singly or jointly with someone else. If sufficient funds are still not available a negative balance will be created.

## Negative Balance Accounts

The account holder agrees to reimburse the Credit Union for the returned item and associated costs. Failure to do so will result in the account being sent for collection and full legal remedies will be pursued. The account holder is responsible to pay all costs of collecting the amount owed under this agreement including court costs and reasonable attorney fees. Future services will be denied if the Credit Union suffers a loss.

- A member who reduces or allows their account balance to fall below the \$5.00 minimum share value and does not restore the account balance within one month may have their membership terminated.

### **WITHDRAWAL NOTICE REQUIREMENTS:**

The Credit Union reserves the right to require 60 days prior written notice of intent to withdraw money from one of your accounts.

In addition the Credit Union may refuse to permit a withdrawal from any account for, without limitation, the following reasons:

1. If the withdrawal would consist of checks or other instruments being held and not yet available for withdrawal.
2. If there is a dispute about the account, unless a court has ordered the Credit Union to permit the withdrawals.
3. If the court orders the Credit Union not to permit the withdrawal.
4. If you owe the Credit Union money for any reason.
5. If the account is pledged as security for a debt.
6. If any document or identification required permitting withdrawal is not presented.
7. If equipment problems at the Credit Union prevent determination of the available balance.

### **Statutory Lien**

If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in your account(s) at the time of default to satisfy that obligation. Once you are in default, we may exercise this right without further notice to you. Jointly owned funds may be applied to the debt of any owner.

### **Expenses**

Any expenses or fees arising from attachment, garnishment or levy of the account will be the responsibility of the account holder(s).

### **Dormant Accounts**

Dormant accounts will be administered under the laws of the state of the last known residence of the account holder. Funds which remain dormant will escheat to the State according to those rules.

### **Periodic Statements**

Share only accounts will receive a quarterly statement. Share draft accounts will receive a monthly statement. Member agrees to all information contained in their statement unless written objection is provided to the Credit Union within 60 days of the date of statement mailing.

### **Joint Accounts, Trust Accounts, Custodial Accounts**

It is the sole responsibility of the account holder to determine the legal effects of these accounts. Notice to one party shall be considered notice to all.

### **Joint Accounts**

All deposits are the property of the person(s) indicated on the account and the Credit Union may release all or part of the amount to honor checks, withdrawals, orders or requests from any person named on this account. Funds may be used to satisfy a debt or judgement of any person named on this account if ordered to do so by a court of law or without such notice if the debt is with the Credit Union.

### **Joint Account with Right of Survivorship**

Upon death of one party, all sums in the account on date of death vest in and belong to the surviving party(ies) as his or her separate property and estate.

### **In Trust For or Testamentary Account**

If the account is designated as a testamentary account, the beneficiary may be changed at any time.

### **Power of Attorney**

If the account holder wishes to name another person to act as attorney in fact or agent in connection with the account it must be an original and in the appropriate form as designated by New York State Banking regulations.

### **Custodial Account**

Custodial accounts will be maintained subject to the Uniform Gift to Minors Act and the Uniform Transfer to Minor Act or other applicable state and federal law. The account will be opened with the minor's social security number; access will be limited to the custodian only. There may be only one custodian and one minor or beneficiary for each account.

### **Sole Proprietor, Partnership, Corporation, LLC (Limited Liability Company) Memberships**

Only the persons who have signed the business membership agreement/ authorization will be permitted to transact business on behalf of the membership. A separate tax identification number (TIN or EIN) is required. The business authentication (DBA, Partnership Agreement, Corporate Resolution, or Filing with Secretary of State for LLC) is required to establish a business membership.

### **Organizational Accounts**

Organizational account holders must supply a copy of the organization's TIN number and a separate authorization indicating the parties permitted to transact business on the account.

### **Closing Accounts**

Accounts may be closed and all collected funds may be withdrawn subject to the provision of Collection of Deposit Items and Withdrawal Notice Requirements. Account holders with loan obligations must maintain primary membership. If an account is closed before dividends are posted, accrued dividends will not be paid.

### **Fees, Service Charges, Balance Requirements**

The account holder is responsible for any fees, charges, balance or deposit requirement as provided in the account disclosures given at account opening. If fees, charges or balance requirements are increased, written notice will be provided 30 days prior to the effective date. Fees may reduce the earnings on the account.

### **Non-Sufficient Funds**

If the account lacks a sufficient Available Balance to pay a pre-authorized transfer presented for payment, it will be returned for non-sufficient funds and a fee will be charged as described in the fee schedule. If a pre-authorized item presents multiple times for payment, the non-sufficient funds fee will be charged each time funds are not available to pay for it.

### **Stop Payments**

Stop-payment orders will be handled in accordance with the Electronic Funds Transfer agreement provided at account opening.

### **Account Disclosures**

At the time of opening the account, account disclosures are provided which include a schedule of all fees and charges applicable to the account, the dividend rate and applicable annual percentage yield, and other dividend information.

### **Member Telephone Service**

Available for most accounts except deceased, dormant and those with limited forms of ownership. Cross member transfers are permitted with written authorization by primary owner.

### **Deceased Accounts**

May be maintained until the end of the dividend period in which administration of the deceased's estate is complete, not to exceed four years.

### **Representative Payee, Court Ordered Accounts**

Available with proper documentation. Access limited to appointed party.

### **Online Services**

To access your accounts, you will need internet access and a computer, tablet, or smartphone. Agreement to terms required. See Online Services brochure for further details.

### **Important Information About Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

#### **What this means for you**

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

## **Truth in Savings**

### **Checking**

To establish a share draft checking account, you must first open a savings account and complete a checking application that is subject to credit approval. The account is a non-dividend earning account. Fees may be charged as a result of share draft activities. The fees will appear on your statement; see separate fee schedule. Your statement will show all activity, including: deposits, withdrawals and checking transactions. The credit union provides free overdraft protection. Your funds will automatically transfer from your savings account to your checking account to prevent checks/items being returned insufficient. If the funds are not available in the savings account, the check/items will be returned. The credit union reserves the right to close any account that has repeated returns or other abuse.

### **Smart Saver Account**

The Teen Visa Debit Card cannot be used for transactions that are illegal under applicable federal, state, or local law. If the account has a negative balance, the Credit Union has the right to transfer funds from any other account that you own or from any account of the jointly responsible adult, to satisfy the negativity. The account will be immediately closed, without prior notification, and Card block if there is:

- 2 lost/stolen cards per year
- 5 NSF (non-sufficient funds) transactions within a 3 month period
- Evidence which indicates inability to handle and maintain the account.

*Refer to the Electronic Funds Transfer Disclosure Statement and Visa Debit Card agreement for additional terms and conditions.*

### **IRA**

No minimum contributions are required and deposits can be made at any time in any amount, up to the maximum limits allowed by law. Contributions may be deductible from your gross income up to the maximum allowed by law. All questions concerning possible tax advantages should be directed to your accountant or tax advisor. Dividends earned are tax deferred until distribution begins. There is no annual fee for this service; however should your IRA be closed a fee will be assessed. See separate fee schedule.

### **Dividends**

Dividends are calculated by the average daily balance method in which the dividend rate is applied to the average daily balance. Dividends are compounded and credited to your savings/club accounts quarterly. The dividend rate, which is declared by the Board of Directors, and the corresponding Annual Percentage Yield, may change quarterly. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and the frequency of compounding *for a 365-day period.*

Dividend Rate \_\_\_\_\_  
Annual Percentage Yield \_\_\_\_\_  
As of the last dividend declaration date.

## **Funds Availability Policy for Transaction Accounts**

Deposits may be made in person, through electronic direct deposit, telephone transfers, wire transfers, automatic teller machines (ATM's), point of banking facilities (POB), mail or the night depository. If your deposit is made before the close of business on a business day that we are open, we will consider that your date of deposit. If you make a deposit after the close of business or on a day we are not opened, or to the night depository after 8:30a.m., we will consider the deposit made on the next business day. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and Federal Holidays. Our general policy is to make the funds from your deposits available to you on the same day the funds are deposited to your account. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

### **Funds Availability**

If we do not make all the funds available to you the same day of your deposit, we will notify you at the time of your deposit. We will also inform you of the availability date. If your deposit is not made directly to one of our employees, or if we decide to take this action after you leave the premises, we will mail you a notice by the next business day following your deposit. If you need immediate use of the funds from your deposit, you should ask when the funds will be available. In certain circumstances, the availability of your funds for withdrawal may be delayed. To help you determine when funds will be available, see the following:

1. Funds from most checks in the amount of \$225.00 or less, deposits of cash, funds from direct deposits, checks drawn on ServU Credit Union and wire transfers to your account, will be available to you on the same business day the deposit is credited to your account.
2. The following types of checks will generally be made available to you the same business day as the day of your deposit, providing they are made payable to you and deposited to an account held by you: U.S. Treasury checks, State and local Government checks, Cashier's checks, Certified and Teller checks, Federal Reserve Bank checks, Federal Home Loan Bank checks and Postal Money Orders.
3. In regards to any other type of check deposited, if a hold is placed on the funds, the first \$225.00 will be released the next business day after the day of deposit. The remaining funds will be made available on the second business day, after the date of deposit. Funds from any check deposit, made at a POB facility or ATM, will not be available until the fifth business day after the date of deposit.

### **Longer Delays May Apply:**

In certain circumstances, we may not make all the funds available in accordance with our general policy. The time frame when funds deposited by check are available for withdrawal may be extended. Depending on the type of check deposited, funds may not be available until the seventh business day following the date of deposit.

The following circumstances may constitute longer delays:

1. We have reasonable cause to believe a check you have deposited will not be paid.
2. You deposit checks totaling more than \$5525.00 on any one day.
3. You deposit a check that has been returned unpaid.
4. You have overdrawn your share draft checking repeatedly in the last six months.
5. There is an emergency, such as failure of communications/computer equipment.

Funds deposited to a non-transaction account may be subject to longer delay. In the event of any delay, you will be notified. ServU reserves the right to accept or refuse any check presented.



## Electronic Funds Transfer Disclosure

### OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER TRANSACTION:

If we fail to complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for damages caused by our failure unless:

1. There are insufficient funds in your account to complete the transaction through no fault of ours;
2. The funds in your account are uncollected;
3. The Available Balance was insufficient;
4. The funds in your account are subject to legal process;
5. The transaction you request would exceed the funds in your account plus any available over draft credit;
6. The terminal has insufficient cash to complete the transaction;
7. Your Card or other access device has been reported lost or stolen and you are using the reported Card or other access device;
8. We have reason to believe that the transaction requested is unauthorized;
9. The failure is due to an equipment breakdown which you knew about when you started the transaction at the terminal;
10. You attempt to complete a transaction at a terminal which is not a permissible transaction;
11. The transaction would exceed security limitations on the use of your Card;
12. Circumstances beyond our control;
13. You have not properly followed the on-screen instructions.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from an actual error despite our procedures to avoid such errors.

### CARD USAGE TERMS AND CONDITIONS

1. Use and Care of the Card - If you use the card at a merchant location, the merchant acts for you (as your agent) in completing the transaction. You may not stop payment on transactions made with the Card. Use of the Card is also subject to the rules of government agencies which regulate credit unions. You will take proper care of your Card, ensuring that the PIN is not given to any other person or written on the Card. You will not allow any other person to use the Card. If lost or stolen you will notify the credit union immediately.
2. Overdrawing your account - You agree that you will not use the Card to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the credit union immediately upon request and the current fee for overdrafts. This paragraph does not apply to any action in connection with any line of credit account. In such cases, the line of credit agreement will govern these costs.
3. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state or local law (ex. internet gambling). Such use would constitute default and/or breach of contract and may result in termination of service.
4. The credit union has the right to amend, change or cancel the services or access offered. We will notify you at least twenty-one (21) days before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons. If the credit union does cancel your Card, it will be your obligation to promptly return all outstanding Cards.

## VISA Debit Card Agreement

In exchange for being issued a ServU VISA Debit Card, I(we) agree to legally be bound by the following:

### ACCOUNTS

I hereby request that you issue me one or more Card(s) to be used at VISA ATM'S and/or POS and POB terminals to 1) withdraw cash from, 2) make purchases from, or to obtain other services now offered or which may later be added in connection with any such account(s). I agree that each transaction shall be subject to the terms of this Agreement and the rules and regulations of the account(s) with you to which the transaction is charged or credited.

### ATM AND PERSONAL IDENTIFICATION NUMBER ("PIN")

I understand that an ATM is an automated teller. It can and will perform many of the same tasks as a human teller. I acknowledge that the PIN which I have selected, when used with my Card, is my signature and identifies the bearer of the Card to the ATM, and authenticates and validates the directions given just as my actual signature and other proof identify me and authenticate and validate my directions to a human teller. I acknowledge that my PIN is an identification code that is personal and confidential and that the use of the PIN with the Card is a security method by which you are helping me to maintain the security of my account(s). Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS MY PIN. I also understand that reasonable precautions include, but are not limited to the following:

- 1) I agree not to tell or disclose my PIN to any other person.
- 2) I agree not to write my PIN on the Card(s) issued to me.
- 3) I agree not to keep a written record of my PIN near my Card(s). This means, I agree not to keep my PIN in the same wallet, cardholder envelope or place where I keep my Card(s).

### CHARGES

I agree to pay the charges or transaction fees which are charged by you or others for this service.

### OWNERSHIP

I agree that the Card is your property and will be surrendered upon your request.

### LIABILITY FOR UNAUTHORIZED TRANSACTION

I agree to contact you at once if I believe my Card(s) or PIN has been lost or stolen or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within sixty (60) days after the statement was mailed, I may not get any money lost after that time. I AGREE IF I GIVE MY CARD AND PIN TO SOMEONE ELSE TO USE, I MAY BE RESPONSIBLE FOR ANY USE OF THE CARD BY THEM.

### LIABILITY

If a Card is issued for a joint account, we agree to be jointly and severally liable under the terms of this agreement. I agree that if I make a deposit to my account(s) with items other than cash, and you make funds available to me from such deposits prior to their collection, I agree to pay to you any amount of such funds which are not collected.

### DEPOSITS

I agree that when I deposit a check, sharedraft or other non-cash item, you have the right to collect those funds before you make the money available to me.

## DISCLOSURES

I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Fund Transfer Act and a copy of this Agreement.

## PURCHASE TRANSACTIONS

I further understand I may use the Card to purchase goods and services at any retail establishment where they are accepted. If I use the Card to make a purchase and I have a share draft checking account, I shall be requesting you to withdraw funds in the amount of such purchase from my share or share draft account and directing or ordering you to pay such funds to the merchant. If I do not have a Share Draft Checking account and use the Debit Card to make a purchase, I shall be requesting you to withdraw funds in the amount of such purchase from my debit card clearing account and directing or ordering you to pay such funds to the merchant. All Transactions using my Debit Card (except ATM) will be authorized solely based on the available balance in my debit card clearing account. Member shares insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, a U.S. Government Agency.

## ATM SAFETY INFORMATION

1. Activity of credit union owned ATM facilities is recorded by surveillance cameras.
2. When approaching the ATM look for suspicious persons or activity. If you see someone suspicious or feel that something is wrong, do not use the machine.
3. When entering your personal identification number (PIN) into the machine, shield the keypad from anyone that might be watching.
4. When leaving the ATM, remember to take your Card and cash. Be certain to place withdrawn cash securely on your person before leaving the ATM area. Watch for anyone following you and if it appears that you are being followed, head for the nearest police station or contact the police.
5. Complaints concerning the security of Credit Union ATM facilities should be directed to the security department at 607-936-2293 or the New York State banking department at 888-697-2861.

The following information describes the types of electronic funds transfers available to members and your rights and responsibilities concerning those transactions, including your rights under the Electronic Funds Transfer Act. Please read carefully. Some information may not pertain to you.

### Electronic Funds Transfer:

An Electronic Funds Transfer (EFT) is any transaction involving funds initiated through an electronic terminal, telephone line, computer or magnetic tape authorizing the credit union to debit or credit your account.

### Types Of Electronic Fund Transfers Available:

1. Preauthorized Deposits: You can arrange to have funds which are regularly paid to you deposited directly to your share savings or share draft account. You may call us at the number provided, to find out if a preauthorized deposit has been made.
2. Electronic check or draft conversions and authorized fees: Use of a check or draft can result in an electronic funds transfer or electronic check conversion. A transfer via ACH where a consumer has provided a check to enable the merchant or other payee to capture the routing and account numbers to initiate the transfer, whether the check is blank, partially completed or fully completed and signed, whether the check is presented at a POS (point of sale) or is mailed to a merchant or other payee and later converted to an EFT or whether the check is retained by the consumer, the merchant or other payee or the payee's financial institution. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment.

A returned check re-presented electronically is not covered; however any fee authorized by the consumer to be debited electronically from the consumers account because the check was returned is covered. A consumer authorizes a one-time EFT using the MICR encoding on a draft where the consumer received notice either orally or by posting, that the transaction will be processed as an EFT and then completes the transaction.

3. Preauthorized Transfers to Third Parties: You may authorize automatic transfers (withdrawals) from your share savings or share draft account to third parties. The authorization must be in writing. A copy of the authorization must be provided to you by the party you authorize to receive transfers from your account. If your preauthorized transfer varies in amount from the previous transfer relating to the same authorization or the preauthorization amount, the third party must give you written notice of the amount and the scheduled date of the transfer at least ten (10) days in advance.
4. VISA Debit Cards: You may use your Credit Union VISA Debit Card with your Personal Identification Number (PIN) to conduct any of the following transactions:
  - a. Withdraw cash from your share, share draft or debit clearing account.
  - b. Deposit cash, checks or drafts to your share, share draft or debit clearing account.
  - c. Transact purchases at a POB or POS terminal.
5. Audio Response System: With your PIN and a touch tone telephone you may make the following transactions at any time 24 hours per day: balance inquiries, check clearing inquiries, transfer from one of your accounts to another one of your accounts (under the same number), loan payments to your loans, check withdrawals.
6. Online Banking: With your password and internet access you may make the following transactions 24 hours per day: balance, account and loan history inquiries, check clearing inquiries, transfer from one of your accounts to another (under the same or another member number), loan payments, and VISA payments. You may request to enroll in our Online Bill Payment Service. This service allows members to transfer money from their account to other members' accounts within the credit union.

### Limits on Withdrawals, Transfers or Purchases:

Limitations on the frequency and dollar amounts of transactions made to/from your account(s) are:

- a. Regulation D requires that no more than six (6) preauthorized automatic, audio response, telephone or internet transfers may be made from your club accounts during any one month. No more than three of these may be made by check, checkcard, computer or similar order to a third party.
- b. Cash withdrawals at ATMs limited based on the type of the account you have.
- c. ServU may also limit the number and/or total dollar amount of daily purchase transactions allowed.

Daily Limits for each Transaction Type	Share Draft Checking & Quick Card	Debit Card Clearing & Basic Card	Teen
Transaction Type	Amt	Amt	Amt
Signature	\$5,000.00	\$1,000.00	\$500.00
ATM Cash	\$1,500.00	\$1,000.00	\$500.00
Point of Sale (POS)	\$1,000.00	\$1,000.00	\$500.00
AFT	\$2,500.00	\$1,000.00	\$500.00

- d. You will be denied the use of your card if you exceed the daily withdrawal limit, frequency limit, do not have adequate funds available in your account, or do not enter the correct Personal Identification Number. There is a limit on the number of denials permitted. Attempts to exceed the limit will result in the retention of your card. These limits are imposed by the Credit Union. Transactions done at another institution's ATM may be subject to different limitations established by that institution.
- e. Your purchases and withdrawals may not exceed the amount available in your account. If we do permit you to create a negative balance in your account, you agree to repay this balance upon request.
- f. When making Online Bill Payments, there may be limits on the payment amount allowed per item and in the aggregate over a given period of time. See the Online Banking Agreement and Disclosure for current limits. Not all bills or payments are eligible for Online Bill Payment. Online Bill Payment access may be withdrawn if it is not used for a period of time.
- g. Online Banking does not permit withdrawals or transfers to or from Individual Retirement Accounts, Share Certificates or Escrow Accounts.
- h. Mortgage payments must be equal to or greater than the scheduled payment amount.

**Transfers through "Fedwire":**

If the electronic funds transfer will be made in whole or in part through the fund transfer system owned and operated by the Federal Reserve Banks the following rules apply. To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

1. This agreement and notice applies to funds transfers as defined in and governed by Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.
2. The Credit Union may establish or change cutoff times for the receipt and processing of funds transfer requests, amendments, cancellations. Unless other times are posted for the various types of funds transfers, the cutoff time will be at 12p.m. on each weekday that the Credit Union is open which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cutoff time may be treated as having been received on the next business day and processed accordingly.
3. The Credit Union may establish security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment orders from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.
4. If you give the Credit Union a payment order which identifies the beneficiary, an intermediary or beneficiaries bank by both name and identifying or account number, payment may be made by the beneficiary's bank or the receiving bank on the basis of identifying or bank account number, even if the number identifies a different person than the named beneficiary or a different bank than the named bank. If the funds transfer is completed on basis of the identification number you provided you will be responsible for any loss or expenses incurred by either the Credit Union or the receiving bank that attempts to execute the payment order in reliance on that identifying number.

5. Credit given to us with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid you in the amount of such entry. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.
6. If the Credit Union received a fund transfer including a wire transfer or ACH credit for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next-day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements. You may inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
7. If the Credit Union becomes obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made. You will not be entitled to interest or any amount to be refunded to you if you fail to exercise ordinary care to determine that an order was not authorized by you and to notify the Credit Union of the relevant facts no later than 30 days after you receive notification from the Credit Union that an order was accepted or that your account was debited with respect to the order.
8. Notice to primary account members shall constitute notice to all persons authorized to have access to the account.
9. The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Using the Credit Union to send or receive funds transfers (even by telephone) shall constitute your acceptance of these terms.

**Consumer Liability For Unauthorized Transfers:** CONTACT US AT ONCE if you believe your card, access device OR PIN has been lost or stolen. Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. You could lose all the money in your account. If a transaction is made with your card or access device without your permission and is either a VISA or Interlink transaction, YOU WILL HAVE NO LIABILITY for the transaction and will receive provisional credit within 5 business days, unless you were grossly negligent in handling your account or access device. Your liability for unauthorized use of your card, account or access device will be determined under the following paragraphs for TRANSACTIONS THAT ARE NOT VISA or Interlink transactions, for TRANSACTIONS AT ATMs, or if you were grossly negligent. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card or access device without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.



**IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, ERRORS OR QUESTIONS ABOUT YOUR EFTs PLEASE CONTACT US:**

**Telephone: (607) 936-2293 or 800-443-0663  
or write to: ServU Federal Credit Union  
9823 Science Center Drive  
Painted Post, NY 14870**

**To report a lost/stolen card after business hours: 1-888-297-3416**

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must provide the following:

- a) Your name and account number;
- b) Description of the error you are unsure about and why you believe it is an error or why you need more information;
- c) The dollar amount of the suspected error.

If you tell us verbally, we will require that you send us your complaint in writing within ten (10) business days or we may not credit your account. 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 the investigation. If the alleged error pertains to a point of sale or a transaction initiated outside of the United States or Puerto Rico, the forty-five (45) calendar days become ninety (90) calendar days. If the alleged error occurs within the first thirty (30) days of the opening and depositing to a new account the ten (10) business days becomes twenty (20) and the forty-five (45) calendar days become ninety (90). If we decide there was no error, we will send you a written explanation within 3 business days after we finish the investigation. You may ask for copies of the documents that we used in the investigation.

**Business Days:** Our business days are Monday-Friday. Holidays are not included. If the end of a calendar month falls on a Saturday or Sunday, the Credit Union will "close its books" for that quarter after the last business day but before the actual last day of the quarter. Deposits, withdrawals or transfers made using your VISA Debit or Telephone Teller after the books are closed will be treated for dividend calculation purposes as if they occurred the first day of the next month and will be reported on the statement applicable to the next month; but they will be shown on that statement as having occurred on the actual calendar day you made the transaction. Cash advances made under VISA Retail Installment Credit Agreement, by the Telephone Teller, VISA Debit/ATM Card, and loan payments made by using your VISA Debit/ATM Card, or Telephone Teller after the books are closed will be treated for interest calculation and transaction reporting purposes as if they occurred on the actual calendar day you received the advance or made the loan payment; but they will appear on the statement applicable the next month.

**Charges:** There are no monthly charges to maintain your VISA Debit/ATM Card. Fees may be charged as a result of VISA Debit/ATM activity. These fees will appear on your monthly statement; see separate fee schedule. NOTICE REGARDING VISA DEBIT/ATM FEES BY OTHERS. If you use an automated teller machine or other means of access that is not operated by us, you may be charged a fee by the operator of the machine and/or by the automated transfer network. Preauthorized Payments: The Credit Union will charge your account if it must dishonor a preauthorized transfer from your account due to insufficient funds or if a stop payment order is received. See fee schedule.

**Preauthorized Payments:** The Credit Union will charge your account if it must dishonor a preauthorized transfer from your account due to insufficient funds or if a stop payment order is received. See fee schedule.

**Foreign Transactions:** All electronic funds transactions originated in foreign countries will be converted to U.S. dollars before being charged to your account. The conversion will be done in accordance with operating regulations of the applicable electronics network for international transactions. Conversion to U.S. dollars is determined by a rate selected from a range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate received or the government mandated rate in effect for the applicable central processing date. The Credit Union does not control the rate, date or place of exchange. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes for you outside the United States. Debit card transactions conducted in U.S. military bases, territories, embassies and consulates will not be subject to this fee.

**Disclosure Of Account Information To Third Parties:** Information about your account is confidential. Without your written permission, we will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order or if you give us your written permission.

**Deposit And Payment Information:** Deposits and payments made at the terminal are posted to your account(s) according to the rules and regulations of those account(s). Deposits (cash or checks) made at ATMs that we do not own or operate will not be available until the fifth business day after your day of deposit. (This information is applicable for full Function Depository ATM Units which we do not own or operate only).

**Receipts And Statements:**

1. You will receive a receipt at the time you make any transactions from or to your account using one of the ATM's, POB or POS facilities. You will receive a confirmation screen with a reference number at the time you complete an online banking transfer. You may save or print this confirmation for you records.
2. Preauthorized credits: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us to find out whether or not the deposit has been received.
3. You will receive a statement monthly unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

**Disclosure Of Right To Stop Payment Of A Preauthorized Transfer:**

1. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing within fourteen (14) days after you call. We will charge you our normal fee for each stop payment order you give according to our current fee schedule.
2. Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay should tell you, ten (10) days before each payment, when it will be made and the amount.
3. Liability for failure to stop payment. If you order us to stop one of these payment three (3) business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.



## Overdraft Protection on Share Draft Checking:

If the Available Balance in your share draft checking account is not sufficient to cover a requested transaction, the Credit Union may transfer (overdraft) funds from the share savings account on the same membership in an amount necessary to cover the request. If the Available Balance in the share savings account on the same membership is not sufficient, then no transfer will be made and the requested transaction will be rejected or returned for insufficient funds and the associated fee will be charged. One par share (\$5.00) must remain in the share savings account at all times to retain membership so that amount is never available for overdraft protection.

### Debit Card Authorization:

1. **Timing:** It may happen that a debit card transaction is authorized when there is a sufficient Available Balance in your account to pay the amount requested. However, by the time the item posts for payment – other transactions have occurred and there is no longer a sufficient Available Balance. In that event, the item will post to your account and will create a negative balance. You are responsible to correct this negative balance as soon as possible. If the debit card transaction is a recurring transaction, an insufficient funds fee will be charged when the item is posted. The Credit Union has no knowledge of when items will post after they have been authorized. It is the responsibility of the member to know their Available Balance before authorizing a transaction.
2. **Hold:** As part of the debit card authorization process, a merchant may place a temporary hold on funds, which may be for more or less than the actual amount of your purchase. The Credit Union cannot tell if the amount being authorized is for the exact purchase or an additional hold. Such a temporary hold will eventually be adjusted to the actual amount of your purchase, but this may take up to five (5) business days. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If a transaction is presented for payment which is greater than the Available Balance (at that time), the transaction will be considered NSF (non-sufficient funds) and the associated fee will be charged. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

### Definitions:

**“Available Balance”** is the amount of money in any account available to you for immediate use. This includes funds available for automatic transfer from a linked share savings account to cover an overdraft (available for share draft checking). The Available Balance may differ from the Total Balance because it takes into account amounts deducted for pending debit transactions which have not yet posted to your account, such as debit card transactions that have been authorized. It also takes into account any holds on deposits. Pending debits and other holds will reduce the amount of funds in your Available Balance.

**“Overdraft”** means the Available Balance in your share draft checking account does not have enough money to cover a transaction at the time it is presented to us for authorization or payment, but we are able to transfer funds from the share savings account on the same membership in an amount necessary to cover the request.

**“Point of Sale” (POS)** refers to everyday transactions where you pay for your purchase using your debit card, such as when you purchase fuel at a gas station or buy lunch at a restaurant.

**“Card Payment Networks”** refers to the different electronic networks used to process Point of Sale card transactions. Depending on the network used, a payment may be debited from an account immediately or may take several days before it is presented to us for posting to an account.

**“Automated Clearing House” (ACH)** is an electronic network for financial transactions in the United States that processes large volumes of credit and debit transactions in batches.

**“Total Balance”**, **“Current Balance”**, **“Actual Balance”** or **“Ledger Balance”** all refer to the amount of money in your account, including credit for the full amount of all deposits posted without regard to any portion of the deposit that may be on hold. Total Balance only reflects transactions that have “posted” to your account, but not transactions that have been authorized and are still “pending,” or other payments such as checks you have written but not yet presented to us for payment. While these balance terms may sound as though the amount represents an up-to-date display of what is in your account that you can spend, that is not always the case. Any checks you have written, purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not be reflected in such a balance.

**“Pending Transactions”** are debit and credit transactions that have been initiated but have not yet posted to your account. These transactions will show as “pending” in our system until posted. For debit card transactions, your Available Balance will be reduced at the time the transaction has been initiated. Your Total Balance will not be reduced until the pending debit transaction posts.

**“Posted Transactions”** are transactions reflected in your Total Balance and which have been processed and posted to your account.

## Member Expulsion Policy:

We may terminate your membership in ServU Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union for cause.

Cause is defined as follows:

- (A) a substantial or repeated violation of the Member Service Agreement with ServU;
- (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations;
- (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to ServU, including in connection with our employees conducting business on behalf of us.

Before the board votes on an expulsion, ServU must provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. ServU must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with ServU up to date, and to open and read notices from ServU. Unless ServU determine to allow otherwise, there is no right to an in-person hearing with the board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the credit union. ServU will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the credit union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.

## Arbitration Agreement

To the extent permitted under applicable law, if you do not reject this Arbitration Provision pursuant to the RIGHT OF OPT OUT section below—you and we agree that either party may elect to arbitrate—and thus require the other party to arbitrate—any “Claim” under the following terms and conditions.

### **BINDING ARBITRATION CONSENT AND AGREEMENT**

You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts or your relationship with us. If that cannot be done, you and we agree that any claim or dispute between us that is filed or initiated after the Effective Date of this Binding Arbitration Consent and Agreement (“Claim”), even if the Claim arose prior to the Effective Date of this Binding Arbitration Consent and Agreement, that arises out of or relates to this Agreement, your accounts or your use of our products or services shall, whether such Claim is in contract, tort, statute, or otherwise, 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”). The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org). 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 AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Binding Arbitration Consent and Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act 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 Claim.

By consenting to BINDING ARBITRATION, you understand and agree with the following terms:

- **SELECTION OF ARBITRATOR:** If either you or we elect to resolve a Claim through binding arbitration, your rights will be determined by a single neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules.
- **EFFECTIVE DATE:** This Binding Arbitration Consent and Agreement is effective for existing members upon the 31st day after we provide you with notice of this amendment (“Effective Date”) unless you opt out in accordance with the requirements under this Binding Arbitration Consent and Agreement. For new members, this Binding Arbitration Consent and Agreement is effective the 31st day after you open your account unless you opt-out in accordance with the requirements under this Binding Arbitration Consent and Agreement.
- **CLAIMS ARISING PRIOR TO EFFECTIVE DATE: THIS BINDING ARBITRATION CONSENT AND AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Binding Arbitration Consent and Agreement will not apply to such Claim.
- **STARTING ARBITRATION:** To initiate arbitration, you or we must give written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions filed in the lawsuit. If such a notice is given, then the Claim shall be resolved by arbitration under this Arbitration Provision, and the applicable rules of the Administrator then in effect.

- **ARBITRATION PROCEEDINGS:** Arbitration proceedings provide you with a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Binding Arbitration Consent and Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. Arbitrators can award the same remedies including damages, injunctive relief, and other remedies that a court can award, including public injunctive relief. The arbitrator’s award can be entered as a judgment in court. Any determination as to whether this Binding Arbitration Consent and 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. As an exception to arbitration, you retain the right to pursue in a small claims court any Claim that is within the court’s jurisdiction and proceeds on an individual basis and that remains in small claims 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.**
- **SELF-HELP REMEDIES:** This arbitration provision does not prohibit either of us from exercising any lawful rights or using other available remedies to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or to obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, restraint, or the appointment of a receiver by a court of competent jurisdiction.
- **LOCATION:** The place of arbitration shall be within 50 miles of your residence at the time the arbitration is commenced provided that such residence is in the State of New York or Pennsylvania. In the event that it is not, arbitration will take place at a location mutually agreed to by the parties. However, provided that both parties agree, such proceedings may be conducted remotely on platforms such as Zoom or Teams.
- **COSTS:** We will consider (and generally honor) any good faith request to bear the fees charged by the Administrator and the arbitrator(s). Each party will be responsible for the cost of their attorneys, experts and witnesses and, if we lose, we will also pay all fees charged by the Administrator and the arbitrator(s). In all cases, we will pay all fees and costs (including attorneys’ fees) that we are required to bear under applicable law and/or in order for us to enforce this Arbitration Provision.
- **CHOICE OF LAW:** Any arbitration proceeding brought pursuant to this arbitration provision shall be governed by the laws of New York State.
- **SURVIVAL, SEVERABILITY, PRIMACY -** This Arbitration Provision shall survive closure of your deposit account; our sale or transfer of our rights under this Agreement; any legal proceeding or set off to collect a debt owed by you; or any bankruptcy or insolvency. If any portion of this Arbitration Provision cannot be enforced in a proceeding between you and us, then the rest of the Arbitration Provision will continue to apply, provided that the entire Arbitration Provision shall be null and void if the class action waiver is held to be invalid regarding any class or representative Claim in a proceeding between you and us, subject to any right to appeal such holding. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator’s rules or this Agreement, this Arbitration Provision will govern.

- **RIGHT OF OPT-OUT:** You have the right to opt-out of this Binding Arbitration Consent and Agreement, provided that you notify us of your intent to opt-out within 30 days after we provide you this Binding Arbitration Consent and Agreement. Your opt-out is only effective if you notify us in writing at: ServU Federal Credit Union, Attn: Compliance Department 87 Victory Highway Painted Post, NY 14870 - or [compliance@servucu.com](mailto:compliance@servucu.com) within such 30-day time period. Any rejection notice must include your name, address, telephone number, and account number.

If you fail to opt out within this 30-day time period, you will be deemed to have provided your consent to the resolution of your Claims through binding arbitration. In the event you opt out of this Binding Arbitration Consent and Agreement, such opt-out will not affect other terms and conditions of your Agreement.

You may obtain copies of the current rules of the arbitration administrator, information about arbitration and arbitration fees, and instructions for initiating arbitration by viewing the American Arbitration Association website at: [www.adr.org](http://www.adr.org).

Membership Eligibility Required. Federally Insured by NCUA

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